

THE STATE OF TEXAS

BID # S50-L23512

COUNTY OF HARRIS

ORDINANCE # 2010-640
CONTRACT # 4600010374

I. PARTIES

1.0 ADDRESS:

THIS AGREEMENT FOR MAINTENANCE AND REPAIR SERVICES FOR SLUDGE DEWATERING AND DRYING EQUIPMENT ("Agreement") is made on the Countersignature Date between the CITY OF HOUSTON, TEXAS ("City"), "a Texas Home-Rule City" and INDUSTRIAL TX CORPORATION ("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(s)
of Various Department(s)
City of Houston
P.O. Box 1562
Houston, Texas 77251

Industrial TX Corporation

David Haynes, President
PO Box 40336
Houston, TX 77240
Phone: 281-890-0152 ext 101
Fax: 281-890-2801
dhaynes@industrialtx.com

The Parties agree as follows :

2.0 TABLE OF CONTENTS:

2.1 This Agreement consists of the following sections:

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- A. DEFINITIONS
- B. SCOPE OF SERVICES
- BB. SAMPLE FORMS
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- DD. AFFIRMATIVE ACTION & CONTRACT COMPLIANCE
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- E. DRUG POLICY COMPLIANCE AGREEMENT
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- H. FEES AND COSTS
- I. PAY OR PLAY PROGRAM
- J. PERFORMANCE BOND
- K. MAINTENANCE BOND

3.0 PARTS INCORPORATED:

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

4.0 CONTROLLING PARTS:

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

5.0 DEFINITIONS:

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

6.0 SIGNATURES:

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

ATTEST/SEAL (if a corporation):

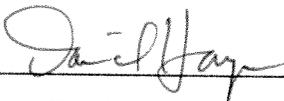
Industrial TX Corporation

WITNESS (if not a corporation):

By: 

Name: **Colleen Hamilton**

Title: **Corporate Secretary**

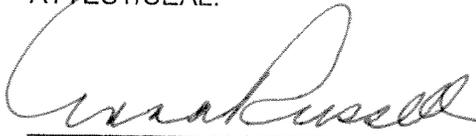
By: 

Name: **David Haynes**

Title: **President**

Federal Tax ID Number: **76-0367785**

ATTEST/SEAL:



City Secretary

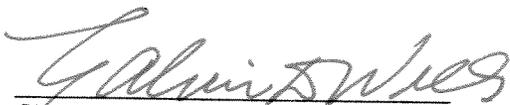
CITY OF HOUSTON, TEXAS

Signed by:



Mayor 

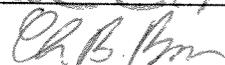
APPROVED:



City Purchasing Agent

COUNTERSIGNED BY:



City Controller 

DATE COUNTERSIGNED:

8-17-10

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.

8-4-10
Date


Legal Assistant

II. DUTIES OF CONTRACTOR

1.0 SCOPE OF SERVICES:

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

2.0 INDEMNITY AND RELEASE:

2.1 RELEASE

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

2.2 INDEMNIFICATION:

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

- 2.2.1 PRIME CONTRACTOR/SUPPLIERS AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 2.1-2.3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- 2.2.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND
- 2.2.3 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.
- 2.2.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME CONTRACTOR/SUPPLIER'S INDEMNIFICATION IS LIMITED TO \$500,000.00 PER OCCURRENCE. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

2.3 INDEMNIFICATION:

CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR

SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY

3.0 INDEMNIFICATION PROCEDURES:

3.1 Notice of Claims. If the City or Prime Contractor/Supplier receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

3.1.1 a description of the indemnification event in reasonable detail,

3.1.2 the basis on which indemnification may be due, and

3.1.3 the anticipated amount of the indemnified loss.

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

3.3 Defense of Claims

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

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

4.0 INSURANCE:

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

4.1.1 Commercial General Liability insurance including Contractual Liability insurance:

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

4.1.2 Workers' Compensation including Broad Form All States endorsement:
Statutory amount

4.1.3 Automobile Liability insurance
\$1,000,000 combined single limit per occurrence
Defense costs are excluded from the face amount of the policy.
Aggregate Limits are per 12-month policy period unless otherwise indicated.

4.1.4 Employer's Liability
Bodily injury by accident \$100,000 (each accident)
Bodily injury by disease \$100,000 (policy limit)
Bodily injury by disease \$100,000 (each employee)

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

4.2.1 immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or

4.2.2 purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

5.0 WARRANTIES:

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

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

5.2.1 that all items are free of defects in title, material, and workmanship,

5.2.2 that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed,

5.2.3 that each replacement item is new in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and

5.2.4 that no item or its use infringes any patent, copyright, or proprietary right.

6.0 LICENSES AND PERMITS:

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

7.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE:

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

8.0 MWBE COMPLIANCE:

- 8.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least **11%** of the value of this Agreement to MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Affirmative Action Division and will comply with them.
- 8.2 Contractor shall require written subcontracts with all MWBE subcontractors and shall submit all disputes with MWBEs to binding arbitration in Houston, Texas if directed to do so by the Affirmative Action Division Director. MWBE subcontracts must contain the terms set out in Exhibit "D." If Contractor is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is \$50,000 or less, the subcontract must also be signed by the attorneys of the respective parties.

9.0 DRUG ABUSE DETECTION AND DETERRENCE:

- 9.1 It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.
- 9.2 Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):
- 9.2.1 a copy of its drug-free workplace policy,
- 9.2.2 the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "E," together with a written designation of all safety impact positions and,
- 9.2.3 if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "F."
- 9.3 If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "G." Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.
- 9.4 Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.
- 9.5 Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

10.0 ENVIRONMENTAL LAWS:

- 10.1 Contractor shall comply with all rules, regulations, statutes, or orders of the Environmental Protection Agency ("EPA"), the Texas Commission on Environmental Quality ("TCEQ"), and any other governmental agency with the authority to promulgate environmental rules and regulations ("Environmental Laws"). Contractor shall promptly reimburse the City for any fines or penalties levied against the City because of Contractor's failure to comply.
- 10.2 Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to, or from the site except in strict compliance with the Environmental Regulations. "Hazardous Materials" means any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, or local laws, regulations, ordinances, or orders. Contractor shall not deposit oil, gasoline, grease, lubricants or any ignitable or hazardous liquids, materials, or substances in the City's storm sewer system or sanitary sewer system or elsewhere on City Property in violation of the Environmental Laws.

11.0 CONTRACTOR'S PERFORMANCE:

- 11.1 Contractor shall make citizen satisfaction a priority in providing services under this Agreement. Contractor shall train its employees to be customer service-oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of service to the public. If, in the Director's opinion, Contractor is not interacting in a positive and polite manner with citizens, he or she shall direct Contractor to take all remedial steps to conform to these standards.

12.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS:

- 12.1 Contractor shall make timely payments in accordance with applicable state and federal law to all persons and entities supplying labor, materials or equipment for the performance of this Agreement including Contractor's employees.
- 12.2 Failure of Contractor to pay its employees as required by law shall constitute a default under this contract for which the Contractor and its surety shall be liable on Contractor's performance bond if Contractor fails to cure the default as provided under this Agreement.
- 12.3 Contractor shall defend and indemnify the City from any claims or liability arising out of Contractor's failure to pay its subcontractors as required by law. Contractor shall submit disputes relating to payment of M/WBE subcontractors to arbitration in the same manner as any other disputes under the M/WBE subcontract.

13.0 CONTRACTOR PAY OR PLAY PROGRAM:

- 13.1 The requirement and terms of the City of Houston Pay or Play Policy, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order 1-7 and shall comply with its terms and conditions as they are set out at the time of City Council approval of this Agreement. Exhibit "I".
- 13.2 The Pay or Play Program for various departments will be administered by the City of Houston Affirmative Action Division's designee and for a Department specific contract; the Department's designated contract administrator will administer the Pay or Play Program.

14.0 PERFORMANCE BOND:

- 14.1 The Contractor shall furnish and maintain a performance bond in the amount of **100% of the annual contract amount, renewable annually**, which will be for a period not to exceed one year. If the City exercises its option to extend the agreement beyond the initial term of three years and the Contractor mutually agrees, the Contractor shall furnish a performance bond for each renewal year. However, the surety providing the performance bond for each year of the initial term of the agreement shall be under no obligation to provide the performance bond for any renewal year. The bond shall be conditioned upon the Contractor's full and timely performance of this agreement and must be issued by a corporate surety authorized to write surety bonds in the State of Texas and in the form set out in Exhibit "J".
- 14.2 If the City exercises any option years, the Contractor shall maintain a Performance Bond in the amount equal to 100% of the contract amount for the option year, as determined by the City Purchasing Agent or Director. The bond must be in substantially the form attached as Exhibit "J" and issued by a corporate surety authorized and admitted to write surety bonds in Texas. If the amount of the bond exceeds \$100,000, the surety must be listed on the current list of accepted sureties on federal bonds published by the United States Treasury Department or reinsured for any liability in excess of \$100,000 by a reinsurer listed on the U.S. Treasury list.
- 14.3 The Contractor must deliver the Performance Bond or Clean Irrevocable Letter of Credit to the City Purchasing Agent of the City on or before the tenth (10th) day following the day this Bidder receives notification from the City of a possible award.

15.0 MAINTENANCE BOND:

- 15.1 The Contractor shall furnish a Maintenance Bond or Clean Irrevocable Letter of Credit in the amount of **100% of the total recommended annual award amount, renewable annually, for the initial term of the contract.** The Contract term is three-years with two one-year options to renew for a total five-year term.
- 15.2 The bond will be renewed for each year of the initial term plus, one-year term upon extension of the Contract. Further, subsequent to Contract award extension and upon the City's written notification, to the Contractor, of its intent to exercise a one-year contract option year, the Contractor shall provide to the City, within ten (10) calendar days of receipt of such notification, a Maintenance Bond or Clean Irrevocable Letter of Credit in the amount of 100% of the total contract option year amount.
- 15.3 This bond, also referred to as the One Year Maintenance Bond, will be conditioned upon Contractor's repair, replacement or restoration of any work or any portion of the work which is found to be defective or fails in any way to comply strictly with this contract or the plans and specifications for such work within a period of one (1) year from the date of acceptance of such work by the City Council or after the date that the "CTR", or his designee in writing, determines, in a written notice to the Contractor, to be the date upon which the project is both substantially complete and available for the full and beneficial use of the City.
- 15.4 The Maintenance Bond shall be in the same form as that distributed by the City, and attached hereto, all duly executed by this bidder (as "Principal") and by a Corporate Surety Company licensed to do business in the State of Texas, and shown in the most recent edition of United States Treasury Circular 570 as having an "underwriting limitation" at least as great as that amount of the Maintenance Bond. The Clean Irrevocable Letter of Credit must be submitted on the form provided herein and signed by an officer of the institution with the appropriate authority to issue said document.
- 15.5 The Contractor must deliver the Maintenance Bond or Clean Irrevocable Letter of Credit to the

City Purchasing Agent of the City on or before the tenth (10th) day following the day this Bidder receives notification from the City of a possible award.

III. DUTIES OF CITY

1.0 **PAYMENT TERMS:**

- 1.1 The City shall pay and Contractor shall accept fees at the unit prices provided in Exhibit H for all services rendered and the Deliverables furnished by Contractor. The fees must only be paid from Allocated Funds, as provided below.
- 1.2 Any quantities of services or Deliverables shown in any part of this contract or its exhibits are estimated only and are not any guarantee that the City will not purchase more or less of those services or Deliverables. The City will pay only for the services or Deliverables actually ordered and only at the unit prices set out.

2.0 **TAXES:**

- 2.1 The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

3.0 **METHOD OF PAYMENT:**

- 3.1 The City shall pay Contractor on the basis of invoices submitted by Contractor and approved by the Director, showing the specific tasks completed in the preceding month and the corresponding prices. The City shall make payments to Contractor at its address for notices within 30 days of receipt of an approved invoice.

4.0 **METHOD OF PAYMENT - DISPUTED PAYMENTS:**

- 4.1 If the City disputes any items in an invoice Contractor submits for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify Contractor of the dispute and request remedial action. After the dispute is settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

5.0 **LIMIT OF APPROPRIATION:**

- 5.1 The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.
- 5.2 In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of **\$1,750,000.00** to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:
- 5.3 The City makes a Supplemental Allocation by issuing to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

"NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS"

By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

- 5.4 The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement and it has no other remedy in law or in equity against the City and no right to damages of any kind.

6.0 **CHANGES:**

- 6.1 At any time during the Agreement Term, the City Purchasing Agent or Director may issue a Change Order to increase or decrease the scope of services or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this Agreement. Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.
- 6.2 The City Purchasing Agent or Director will issue the Change Order in substantially the following form:

CHANGE ORDER

TO: [Name of Contractor]
FROM: City of Houston, Texas (the "City")
DATE: [Date of Notice]
SUBJECT: Change Order under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement]

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

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

Signed:
[Signature of City Purchasing Agent or Director]

- 6.3 The City Purchasing Agent or Director may issue more than one Change Order, subject to the following limitations:
- 6.3.1 Council expressly authorizes the City Purchasing Agent or Director to approve a Change Order of up to \$25,000. A Change Order of more than \$25,000 over the approved contract amount must be approved by the City Council.
- 6.3.2 If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.
- 6.3.3 The Total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.

- 6.4 Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The City Purchasing Agent's or Director's decision regarding a time extension is final.
- 6.5 A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.
- 6.6 Change Orders are subject to the Allocated Funds provisions of this Agreement.

IV. TERM AND TERMINATION

1.0 CONTRACT TERM:

- 1.1 This Agreement is effective on the Countersignature Date and expires three (3) years after the date specified in the Notice to Proceed unless sooner terminated according to the terms of this Agreement.

2.0 NOTICE TO PROCEED:

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

3.0 RENEWALS:

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

4.0 TIME EXTENSIONS:

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

5.0 TERMINATION FOR CONVENIENCE BY THE CITY:

- 5.1 The City Purchasing Agent or Director may terminate this Agreement at any time by giving 30 days written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.
- 5.2 On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this

Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section III unless the fees exceed the all oated funds remaining under this Agreement.

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

6.0 TERMINATION FOR CAUSE BY CITY:

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

6.1.1 Contractor fails to perform any of its duties under this Agreement;

6.1.2 Contractor becomes insolvent;

6.1.3 all or a substantial part of Contractor's assets are assigned for the benefit of its creditors;
or

6.1.4 a receiver or trustee is appointed for Contractor.

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

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

7.0 TERMINATION FOR CAUSE BY CONTRACTOR:

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

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

8.0 REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS:

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

V. MISCELLANEOUS

1.0 INDEPENDENT CONTRACTOR:

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

2.0 FORCE MAJEURE:

2.1 Timely performance by both parties is essential to this Agreement. However, neither party is liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority.

2.2 This relief is not applicable unless the affected party does the following:

2.2.1 uses due diligence to remove the Force Majeure as quickly as possible; and

2.2.2 provides the other party with prompt written notice of the cause and its anticipated effect.

2.3 The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance does not constitute a default or breach of this Agreement by the City.

2.4 If the Force Majeure continues for more than 30 days, the City Purchasing Agent or Director may terminate this Agreement by giving 30 days' written notice to Contractor. This termination is not a default or breach of this Agreement. CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT AT THE TIME OF THE TERMINATION.

3.0 SEVERABILITY:

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

4.0 ENTIRE AGREEMENT:

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

5.0 WRITTEN AMENDMENT:

5.1 Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only

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

6.0 APPLICABLE LAWS:

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

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

7.0 NOTICES:

7.1 All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Section I of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

8.0 NON-WAIVER:

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

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

9.0 INSPECTIONS AND AUDITS:

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

10.0 ENFORCEMENT:

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

11.0 AMBIGUITIES:

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

12.0 SURVIVAL:

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

13.0 PARTIES IN INTEREST:

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

14.0 SUCCESSORS AND ASSIGNS:

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

15.0 BUSINESS STRUCTURE AND ASSIGNMENTS:

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

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

16.0 REMEDIES CUMULATIVE:

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

17.0 CONTRACTOR DEBT:

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

EXHIBIT "A" **DEFINITIONS**

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

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

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

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

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

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

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

"Contract Term" is defined in Article IV.

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

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

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

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

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

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

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

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

EXHIBIT "B"
SCOPE OF WORK

- 1.0 Reserved
- 2.0 Introduction
- 2.1 The purpose of this contract is to provide an array of specialty repair services peculiar to the Alstom Power Flash Drying systems and supporting equipment in use at the City's 69th Street Sludge Plant, 2323 S/Sgt. Macario Garcia (Key Map 494-R) and the Andritz Rotary Drum Dry at the Alameda Sims Sludge Plant, 12335 Alameda Road (Key Map 572-S). The intent is to allow for more timely specialized repairs to both plants systems and thus improve our ability to maintain regulatory permit compliance.
- 2.2 The 69th Street facility has seven (7) dryer trains. Each dryer train has three (3) centrifuges and one (1) complete dryer system. The Alameda Sims facility has two (2) dryer trains and each train has a rotary drum dryer with three (3) belt presses per train with both trains in operation.
- 2.3 Each train of the 69th Street dryer system consists of the following major components: (1) Firebox; (1) Cyclone; (1) Mixer; (1) Cage Mill; (1) Double Flap Valve; (1) Dry Divider; (1) Pay-off Screw conveyor with variable speed drive; (1) Return Product Screw conveyor; (1) Vapor Fan; (1) Induced Draft (I.D.) Fan with damper; (1) System Vent Fan with Damper; (1) Combustion Air Fan with Damper; (1) Tempering Gas Duct Damper; (2) Dual Feed Burners; (2 each) Gas Regulators, Control Valves, Flow Meters, Gas Safety Shut-Off Valves; (3) Scrubber Water control valves; (12) Pneumatic Actuators; (12) Temperature Indicators; and (11) I/P Transducers. (1) Shaker Screen; (1) Scrubber Fan with Damper; (3) Tube/Shell type Heat Exchangers identified as Combustion Air Pre-heater box, Deodorizer Tubes, and Core Pack; and (5) (water) flow meters. Note: the 69th Street #3 dryer train was modified and it includes a screw conveyor (2), mixing bin (1), and crusher (1).
- 2.4 Each train at the Alameda Sims facility consists of the following major components; Furnace (1) Burner (1) Rotary Drum (1) Pre-separator (1), Polycyclone (1), Main ID fan (1), Rotary Valve (2), Screw Conveyor (3), Screen Separator (1), Crusher, Recycle Bin (1), Cake Bin (1), twin screw Cake Feed Conveyor (1), Bucket Elevators (2), Fugitive Dust system (1), Pellet Cooler (1), Pneumatic Transporter System (1), Saturator/Condenser (1), Venturi Scrubber (1), Venturi Fan, an RTO unit, and three (3) belt presses.
- NOTE: The belt presses are not included here as they are not part of the services for this contract.
- 2.5 The Contractor shall furnish all supervision, labor, parts, tools, materials, equipment, supplies, and facilities necessary to provide precision repair services for the sludge dewatering and drying facilities of Wastewater Operations, City of Houston. This shall include on-site repairs at City facilities as well as shop repairs at Contractor's facility. If requested by CTR, the Contractor shall demonstrate by means of adequate testing and documentation that the repaired unit has retained its operating efficiency. The cost for this operating efficiency test will be paid by City of Houston.
- 2.6 The contractor shall coordinate work activities as directed by the Contract Technical Representative (CTR) so as to avoid interference with ongoing operations and maintain regulatory permit compliance. Any tools or materials left at the plant site remain the responsibility of the contractor. Utilities including 115v power, plant air, water, and restrooms etc. are available from the city. Materials removed from the Dryers may be placed in the city's dumpsters as directed by CTR.

- 2.7 The equipment to be repaired has been grouped by item number to indicate the manufacturer, size, and type of the units.
- 2.8 *The Contractor shall provide a **Project Manager** (PM) with a thorough understanding of dryer operations and the PM must be a registered engineer in the state of Texas.*
- 2.9 **THE CITY OF HOUSTON SHALL HAVE FINAL APPROVAL OF ALL SUB-CONTRACTOR(S) TO BE UTILIZED TO PERFORM SERVICES UNDER THIS CONTRACT.**
- 3.0 Equipment Groups:
- 3.1 Centrifuge Repairs Group #1, Frequency as requested.
- 3.1.1 Repair and rehabilitate Sharples Model PM 75000 Solid bowl centrifuges in accordance to the OEM requirement and specifications. Work includes removal from frame, loading, and transports to repair facility, inspection, repair, and transport back to site, off loading, installing the equipment in place and testing.
- 3.1.2 Centrifuges shall be removed, overhauled, assembled, erected, and placed in proper operating condition in full conformity with original design drawing and specifications. Minimum performance shall be to original equipment manufacturer's specification and standards, including vibration and alignment performance requirements.
- 3.1.3 Refurbishment of centrifuges will be executed as follows:
- 3.1.3.1 Inspect centrifuges on the site to determine if the repair can be accomplished on site.
- 3.1.3.2 Units identified as needing repair (rotating or conveyor assembly) will be removed from its foundation and transported to contractor's repair facility. At repair facility the unit will be disassembled and inspected documenting wear clearances and deviation from original manufacturer's dimensions and tolerances.
- 3.1.3.3 Submit inspection report and itemized list of parts recommended for replacement.
- 3.1.3.4 Upon receiving authorization from City, proceed with rehabilitation of the centrifuges.
- 3.1.3.5 Transport centrifuges and rotating assemblies/conveyors back to the plant.
- 3.1.3.6 Install, calibrate, and align centrifuges and rotating assemblies as directed by manufacturer's representative.
- 3.1.4 The City reserves the right to decline to repair any unit. If the repair is rejected, the unit shall be re-assembled and returned to the plant.
- 3.1.5 If requested by the City, the contractor shall provide a turnkey service including disconnection and re-connection of power, lube oil, process lines and instruments to the unit and transporting units from and to the site.
- 3.1.6 Upon return of the unit to the city, the unit shall be demonstrated to perform to OEM and approved by the City. A four (4) hour test shall be performed on the refurbished centrifuge unit before leaving the service center. The results of this test shall be submitted to the City. Test results shall include assembled tolerances, operating noise levels, operating temperatures, and vibration.
- 3.1.7 All parts used in repair shall be OEM parts.

- 3.1.8 Each centrifuge consists of a bowl and frame with 150 HP electric drive motor, a scroll with a 20 HP D.C. back drive, lube oil pump, lube oil pump electric drive motor and planetary gear. Also required for proper operation are feed distribution piping and valves; (1) sludge flow meter and control valve; (1) polymer flow meter and control valve; temperature and vibration indicators.
 - 3.1.9 Any unforeseen shop or field repairs, such as electrical work on the drives or gears, will be paid under "Additional Services".
- 3.2 Instrumentation and Control System: Group #2, Frequency as requested.
- 3.2.1 General Information:
 - 3.2.1.1 The 69th Street and Alameda Sims Drying Facilities process wastewater sludge into a dry granular fertilizer. Both facilities are highly automated facility with an advanced system controls. The systems specified here for maintenance and support are located on the west end of the 69th Street facility in and near the dryer building, the railcar building and silo storage building. At the Alameda facility the additional systems are located primarily east and west of the sludge plant dryers both in the main building and in the silo/load out building. The subsystems include, but are not limited to, dewatering, polymer storage and distribution systems, drying, storage and conveying and miscellaneous supporting subsystems. Note: at Alameda it also includes the nitrogen off loading and storage tanks. The equipment to be supported and maintained include workstations, servers, Programmable Logic Controllers (PLCs), actuators, sensors and all ancillary equipment. The technology employed at the facility includes electric and pneumatic controls, analog and digital sensors, Siemens 505 PLC systems; Microsoft PC based workstations, Wonderware Intouch Software, Microsoft SQL server. Sensors include flow meters, pressure transmitters, thermocouples, RTD's, motion and position transmitters. Actuators include valves, dampers, motor control and solenoids.
 - 3.2.1.2 There are over 4000 I/O points, 17 PLCs, 17 operator control stations and a SQL Data Server at 69th Street.
 - 3.2.2 Processes to be supported:
 - 3.2.2.1 Wastewater dewatering, polymer distribution; drying, conveying, storage, fire control and fire suppression systems.
 - 3.2.3. Instrumentation technologies to be supported and maintained:
 - 3.2.3.1 Pneumatic and electromechanical actuators; Pneumatic and electric transducers and transmitters; Variable frequency drives; Thermocouple and RTD temperature sensors and transmitters; Flow, motion, level, speed, position and pressure sensors and transmitters; Flame control and safety circuits.
 - 3.2.4 Computing technology to be maintained and supported:
 - 3.2.4.1 Siemens PLC PROFI-BUS and Ethernet networks, Siemens OP-37, OP-17, OP-177, operator interface devices. PCs, servers and thin client technologies.

- 3.2.5 Software technology to be maintained and supported only as needed. (No routine monthly maintenance is included in these services.)
 - 3.2.5.1 Wonderware Intouch operator interface development software. Siemens Protool operator interface and development software. Siemens Protool operator interface development software, Softshop 505 and Siemens Step 7 PLC application development software, Wonderware InSQL database management and reporting software.
- 3.2.6 Specific Control System Support Activities:
 - 3.2.6.1 Implement calibration schedule for the specified control systems.
 - 3.2.6.2 Calibrate, repair and or replace defective control equipment.
 - 3.2.6.3 Procure replacement control system components.
 - 3.2.6.4 Assess process data, faults and variances to determine corrective action.
 - 3.2.6.5 Coordinate efforts with COH and mechanical maintenance contractors.
 - 3.2.6.6 Document and communicate instrument and control opportunities, problems and accomplishments per COH instruction.
 - 3.2.6.7 Develop and maintain software, to enhance process control and maintenance of the processes and systems.
 - 3.2.6.8 Maintain and support the InSql server. Maintain server performance and storage. Verify correct operations of backup procedures. Refine historical reports per input from City. Install City approved and City provided system software upgrades as required by the City. Maintain associated software version control and license.
 - 3.2.3.9 Maintain and support the Application Server. Maintain server performance and storage. Verify correct operations of backup procedures. Install City approved and City provided system software upgrades as required by the City. Maintain associated software version control and license.
 - 3.2.3.10 Maintain and support the Wonderware Application: Install City approved and City provided system software upgrades as required by the City. Refine the Wonderware Intouch Operator Interface and related applications per City requirements to accommodate required changes. Maintain associated software version control and license. Provide telephone and onsite technical support for system troubleshooting as required.
 - 3.2.3.11 Maintain and support the PLC software. Refine PLC software for the new dryer system and related PLC applications per City requirements to accommodate required changes based on operational experiences with the new dryer system. Maintain associated software version control and license. Provide telephone and onsite technical support for system troubleshooting.
 - 3.2.3.12 Specific Control System Qualifications: Implement calibration schedule for the specified control systems.
 - 3.2.3.13 The troubleshooting, repair, installation, and calibration of electrical and pneumatic industrial controls;
 - 3.2.3.14 The troubleshooting, repair, installation, and calibration variable and constant speed motor controls.
- 3.2.7 Maintain, support and refine the Wonderware Application and install City approved and City provided system software upgrades as requested by the City.
- 3.2.7. Includes the calibration, repair, and/or replacement of the instruments identified as elements of the Dryer Trains, the Fire suppression system and the polymer system.
- 3.2.8. The City shall direct actions as necessary to support plant operation.

- 3.2.8 All work performed by the Automation Sub Contractor (ASC) will done to return equipment to the original manufactures specifications and standards unless authorized by the CTR to do otherwise.
- 3.2.9 The ASC must be able to safely service the automated systems while the drying systems are operational, ASC must be 24-hours per day everyday, and ASC will take all necessary precautions during support and maintenance activities to ensure system's stability and safety.
- 3.2.10 ASC Qualification Requirements
 - 3.2.10.1 The ASC will have at least 5 years specific experience with the maintenance, calibration and technical support of flash drying control systems .
 - 3.2.10.2 The ASC will have 5 years specific experience with software development for sludge flash dryer control systems projects with Siemens PLC's for control and Wonderware Intouch for the operator interface software.
 - 3.2.10.3 The ASC will have and maintain a Texas Electrical Contractor License as required by state law for electrical maintenance.
 - 3.2.10.4 The ASC must have and maintain an office within the City of Houston to ensure timely response to requests for immediate repairs.
 - 3.2.10.5 The ASC will carry errors and omissions insurance for PLC control programming with coverage in the amount of \$1,000,000 (aggregate).
- 3.3. General Equipment: Group#3, Frequency as requested,
 - 3.3.1. Examples of this group include fans, dampers, transmissions, sheaves, belts, valves, diffusers, pipe fittings, pumps, blowers, etc.
 - 3.3.2. The city will direct repairs as necessary.
 - 3.3.3. Fan Bearing Change Out:
 - 3.3.3.1 There are thirty-five (35) Robinson fans of varying capacity with each dryer having one (1) each vapor, Induced draft, scrubber, system vent and combustion air fans.
 - 3.3.3.2 It is Estimated that an average of seven (7) inboard and outboard bearing sets per year are changed. This task involves the replacement of the link belt bearings, inspection and repair as necessary of any soft feet to remove any piping strains, and dynamic balancing of the fan
 - 3.3.4. Vapor Fan Cleaning and Inspection:
 - 3.3.4.1 This task involves the removal of the upper fan housing section and removal of ash from the fan blades and housing.
 - 3.3.4.2 Clearances shall be checked and adjusted as per the OEM specifications.
 - 3.3.4.3 Upon completion, the fan shall be dynamically balanced.
- 3.4. Furnace: Group #4, Frequency as requested.
 - 3.4.1. Firebox (69th Street):
 - 3.4.1.1 This work shall include the installation of scaffolding and removal of all loose ash deposits on the inside of a firebox so as to allow the detailed examination of all refractory interior surfaces. Interior surfaces shall be scraped and brushed to remove the loose deposits. Ash removed from the firebox and

- ducts may be disposed of in the city's dumpster as directed.
- 3.4.1.2 Upon completion of the inspection, a written narrative report shall be provided detailing the type of damage, the linear feet or surface area of the repair and the contractor's recommended repair.
- 3.4.1.3 Depending on the conditions, the scaffolding shall remain up until further repairs are completed, or removed at the completion of the inspection.
- 3.4.2 Burner Ring Refractory Tile Replacement (69th Street):
 - 3.4.2.1 Work shall include all needed refractory and steel repairs to each Peabody M-12 burner on a fire box, removal of damaged refractory and replacement of the Peabody M-12 burner tiles (26 tiles / burner), 3/16" stainless steel tile retainer rings, "Bulls Eye" refractory ring, reinstallation of burner registers, and restoration of proper burner alignment. Work shall include all cutting, seal welding and masonry work to restore the burners to "OEM" alignment/operation.
- 3.4.3 Firebox Interior Seam Sealing with pump-able ceramic fiber material (69th Street):
 - 3.4.3.1 Remove all loose ash and replace all missing ceramic fiber in all interior vertical and horizontal seams of a firebox.
 - 3.4.3.2 Replace with pump-able/moldable ceramic fiber. Pump-able ceramic fiber shall be Fibratex Ceramic Fiber Moldable or approved equal. The fiber shall be applied to interior and exterior seams as necessary to fill the voids and seal the unit from thermal losses through the seams.
 - 3.4.3.3 Work shall include all scaffolding, equipment necessary to perform the work.
- 3.4.4 Miscellaneous Steel Repairs:
 - 3.4.4.1 Repairs to the steel shell and to interior sections of the units are sometimes necessary.
 - 3.4.4.2 Repairs to the burner boxes shall be 3/8" carbon steel plate seal welded around the entire perimeter.
 - 3.4.4.3 Repairs to the shell shall be 3/16" carbon steel plate seal welded around the perimeter as well.
 - 3.4.4.4 All repairs to exposed surfaces shall have the welds cleaned and one coat of industrial grade red primer paint applied to all exposed surfaces followed by one coat of "High Heat Aluminum" paint.
- 3.4.5 Refractory Repairs to Firebox and Ducts:
 - 3.4.5.1 The Dryers occasionally require refractory repairs in order to restore the necessary draft and correct heat losses. Repairs include both firebrick removal/re-installation/replacement and cast-able refractory repair/replacement.
 - 3.4.5.2 The contractor shall investigate the problem and recommend a scope of repairs.
 - 3.4.5.3 City staff shall direct repairs based on OEM standards and good work practice.
- 3.5. Scrubber System and Core-Pak Heat Exchangers Group #5, Frequency as requested.
Note: Core-pack Heat Exchangers language applies only to the 69th Street facility
 - 3.5.1. Core-Pak Heat Exchanger Tube Cleaning:

- 3.5.1.1 This task is for the hydraulic, pneumatic or mechanical cleaning of the "Shell" side of these 2" diameter tubes. Access is by square hatches upstream and downstream of the heat exchanger. Materials washed off of the tubes falls to the twin venturi scrubber sprays located on the 4th floor just below the roof. The contractor shall see that these materials are removed from the venturi or washed through the attached drains.
- 3.5.2. Scrubber System Cleaning:
 - 3.5.2.1 This task is for the inspection, cleaning and adjustment (if needed) of the spray nozzles in the twin venturi washers, the twin separators, and the sub-cooler (3-tray impingement scrubber). The attendant water control valves shall also be inspected and adjusted (if needed).
 - 3.5.2.2 Note: This operation needs to be performed after the cleaning of the Core-Pak heat exchanger to avoid washing ash on the previously cleaned twin venturi washers.
- 3.5.3. Heat Exchanger Tube Replacement:
 - 3.5.3.1 This task shall include any scaffolding and/or rigging necessary to access the heat exchangers, inspection, evaluation and replacement of tubes as directed.
 - 3.5.3.2 Any ash accumulations shall be removed as part of this repair.
 - 3.5.3.3 The tubes shall be fitted into the tube sheets and flare rolled as per the original installation.
 - 3.5.3.4 Damaged structural members such as tube sheets shall be repaired or replaced as directed.
- 3.6. Mixer and Cage Mill Repairs: Group #6, Frequency as requested.
 - 3.6.1. Mixers and cage mil:
 - 3.6.1.1 Both of these units experience routine wear with the worn parts changed annually on average. Worn mixer parts usually include the paddles and tips. Non-routine work would include changing of the liner sections; shaft / seals/bearing replacement and mixer gear motor and drive chain repairs. Cage Mills usually have heavy wall pipe and flat plates changed on the "Spider". Other non-routine work includes repair/replacement of liner sections and refractory repair.
 - 3.6.2 Miscellaneous Steel Repairs:
 - 3.6.2.1 Repairs to the steel shell and to interior sections of the units are sometimes necessary.
 - 3.6.2.2 Repairs to the burner boxes shall be 3/8" carbon steel plate seal welded around the entire perimeter.
 - 3.6.2.3 Repairs to the shell shall be 3/16" carbon steel plate seal welded around the perimeter as well.
 - 3.6.2.4 All repairs to exposed surfaces shall have the welds cleaned and one coat of industrial grade red primer paint applied to all exposed surfaces followed by one coat of "High Heat Aluminum" paint.
- 3.7. Cyclone Gas Duct: Group #7, Frequency as requested.
 - 3.7.1. Cyclone Castable Refractory Lining Repair:

- 3.7.1.1 Repair the gunite lining in the Dryer cyclone Note: gunite anchoring spec to be followed is to be 2-inch, 3 legged stainless steel "V" type anchors on 6-inch center on ceiling and 9-inch centers on internal surface (for additional details see specifications Dryer #3 rehab project; file no. W W4760-04.
 - 3.7.1.2 Work shall include all scaffolding, removal of affected materials, installation/replacement of the 5/16" 304 stainless steel anchors on 8-inch centers, and the application of 2-1/2" of new, compatible refractory. The material shall be cut back and feathered into the surrounding refractory.
 - 3.7.1.3 The amount of area to be repaired will be determined by the City.
 - 3.7.1.4 Removed refractory materials may be placed in the City's dumpster as directed.
- 3.8. Combustion Air Pre-Heater, Deodorizer, and Core- Paks: Group#8, Frequency as requested.
- 3.8.1 Combustion Air Pre-Heater Tube cleaning:
 - 3.8.1.1 This task is for the pneumatic, hydraulic, or mechanical cleaning as necessary of the inside of these 2-in ch diameter x 14 foot length tubes.
 - 3.8.1.2 Work shall include dislodging of all ash and other deposits from the tube and shell sides of the tubes, removal from the unit and disposal as directed.
 - 3.8.2. Deodorizer Tube Cleaning:
 - 3.8.2.1 This task is for the pneumatic, hydraulic, or mechanical cleaning as necessary of the inside of these 2-in ch diameter x 18 foot length tubes.
 - 3.8.2.2 Work shall included is lodging of all ash and other deposits from the tube and shell sides of the tubes, removal from the unit and disposal as directed.
- 3.9. Fire Suppression System: Group #9, Frequency as requested.
- 3.9.1. This task includes the calibration, repair, and / or replacement of the instruments identified as elements of the Dryer Trains as well as the support systems, including the Fire Suppression System for the Dryers and Centrifuges and other areas of the plant.
 - 3.9.2. This task includes the calibration, repair, and/or replacement of the instruments and equipment for the Almeda Sims nitrogen storage system, manifold, and vaporizer unit which is up part of the fire suppression and control system .
 - 3.9.3. The control systems include Siemans Simatic PLC's, supporting cards, their fiber-optic highways and all supporting software and hardware included in Item #2. The City shall direct actions as necessary to support plant operation.
- 3.10. Conveyors and Product Transport Systems: Group #10, Frequency as requested
- 3.10.1. This work involves the repair/replacement of all moving and stationary parts of the Dry Product transport system to include the following:
 - 3.10.1.1 14 Drag chain conveyors; 6 bucket elevators, bag houses bags; 1 aspirator; 1 rotary separator screen; 2 shaker screens, 2 crushers mills, 10 screw conveyors, 5 vent fans; 2 gravity spouts; 2 metal storage bins; and 3 variable length dust controlled loading chutes.
 - 3.10.2. Components of these systems include, but are not limited to, motors, sheaves, belts, variable speed drives, chains, sprockets, flights, flight scrapers, shafts, liners, bearings,

fabric boots, fabric socks for bag houses, lubricators, metal and non metal wear parts, etc.

3.10.3. Work shall include all welding, fabrication, modification, alignment and repair of this system.

3.10.4. Work shall included inspection of the screw conveyor liners, screws and bearing and replacement or worn parts where necessary.

3.11. Proportion Feed System: Group #11, Frequency as requested

3.11.1 The 69th St Dryer #3 is separately equipped with a proportional feed system. This equipment includes; (1) wet tank, (1) dry tank, (1) wet hopper. (1) rolling crusher mill, (5) screw conveyors the dry feed; wet feed, leveling, and horizontal and vertical feed conveyors.

3.11.2 Work shall included inspection of the rolling mill belts, roller alignment, and replacement of worn parts where ne cessary

3.11.3 Work shall included inspection of the screw conveyor liners, screws and bearing and replacement or worn parts where necessary.

3.11.4 Work shall include all welding, fabrication, modification, alignment and repair of this system

3.12 Regenerative Thermal Oxidizer: Group #12, Frequency, as requested

3.12.1 The Almeda Sims dryers are each separately equipped with a thermal oxidizing unit to control any particulate discharges.. This equipment includes; (2) burners, (2) ceramic block oxidizing chambers, (2) VFD controlled exhaust fans, (2) combustion air blowers, (14) air dampers, duct work, thermocouples, actuators, pressure switches, flame detectors, ignition transformers, temperature recorders, controllers, flame amplifiers, and interface module

3.12.2 The RTO equipment work will include a review and recalibration by a qualified technician for all the instrumentation transmitters, control linkages, and sensors to insure the equipment is functioning properly and being maintained to the factory specific ations.

4.0 Maintenance Requirements:

4.0 This specification covers the general requirements for the reconditioning, repairing, and testing of the equipment located at City of Houston 69th St. and Almeda Sims sludge facilities. This includes, but is not limited to, centrifuges, furnaces, fans, pumps, motors, control system, conveyer system, dewatering equipment, PLC's, bearings, seals, cables, cable supports, guide cable, guide rails, chains, support brackets, and general electrical/mechanical work.

4.1 This specification defines minimum acceptable requirements for the repair of the units.

4.2 Unless otherwise specified, fabrications, processes, parameters, and test methods for the equipment shall conform to the latest revision of the following **ELECTRICAL APPARATUS SERVICE ASSOCIATION (EASA)** documents:

4.2.1 **EASA AR100-1998 - RECOMMENDED PRACTICE FOR REPAIR OF ROTATING APPARATUS** (hereafter abbreviated as **E ASA AR100-1998**);

- 4.3.2 EASA Technical Note No. 16 – **GUIDELINES FOR MAINTAINING MOTOR EFFICIENCY DURING REBUILDING**, September 1999 (here after abbreviated as EA SA Tech Note No. 16);
 - 4.3.3 EASA Technical Note No. 17 – **STATOR CORE TESTING**, updated March 1997 (hereafter abbreviated as EASA Tech Note No. 17); and
 - 4.3.4 EASA Bearing Fit Tolerance Chart updated 1997.
- 4.4. All test equipment required for test results shall be calibrated at least annually against standards traceable to the National Institute of Standards and Technology (NIST) or equivalent standards laboratories (EASA AR100-1998 4.7). The Contractor shall establish, document, and maintain calibration records for test and measuring equipment used to demonstrate conformance of product to specified requirements .
- 4.5 The equipment at City facilities are purchased and installed under Original manufacturer specifications latest edition requiring compliance with the applicable sections of the following standards and codes:
- 4.5.1 American National Standard Institute (ANSI)
 - 4.5.2 American Society for Testing and Materials (ASTM)
 - 4.5.3 Anti-Friction Bearing Manufacturing Association (AFBMA)
 - 4.5.4 Hydraulic Institute
 - 4.5.5 Institute of Electrical and Electronic Engineers (IEEE)
 - 4.5.6 National Electric Code (NEC)
 - 4.5.7 National Electrical Manufacturers Association (NEMA)
 - 4.5.8 Steel Structures Painting Council (SSPC)
 - 4.5.9 City of Houston Electrical Code
- 4.6 Wherever this document refers to the following codes and standards, then that specific sections of the code/standard shall apply to the repairs being carried out by the Contractor:
- 4.6.1 Steel Structures Painting Council (SSPC)
 - 4.6.2 Anti-Friction Bearing Manufacturing Association (AFBMA)
 - 4.6.3 American Society for Non-Destructive Testing
- 4.7 At City facilities the installed equipment are units produced by the following manufacturers (but not limited to):
1. Alstom Power, Raymond Division
 2. Alfa Laval Sharples
 3. Robinson Industries
 4. Peadody burners
 5. AP Green
 6. Honeywell actuators and gas control valves
 7. Rosemont transducers

8. ABB flow meters
9. WAM Extrac division
10. Orival
11. CECO
12. INOX Thermax
13. Hauck & Industrial Refractory
14. Jaudt
15. Roskamp
16. CV Technology Q-Rohr
17. Moyno Neptune
18. MAC Equipment
19. Solex Thermal
20. Nol-Tec Systems
21. Atlas Copco

4.8 The CTR will make copies of the following O & M manuals. Manuals not listing below must be obtained, and ONE (1) copy shall be provided to the CTR for reference for the equipment repaired and/or replaced under this contract.

Equipment	Description
Centrifuges	None Available
Instrumentation and Control	Flash Drying Systems
	Fisher Gas Regulator, Type S201 and S202
	Polymer Control
	TI 545 CPM
	Simatic 505
	505 Analog CTI 2573-MOD
	Operator Panel
	Model 1151 Transmitter
General Equipment	Flash Drying Systems
	Fans, Robinson Industries, Inc., Models 64P8W, 64RB-1216, 49RB-1216, 50-RB-1216, 25FRD
	Guillotine Damper Assemblies
	Gear Motors and Reducers
Furnace Equipment	Flash Drying Systems
	Burners, Peabody Engineering Corp., Model M12
	Hauck & Industrial Refractory (Andritz Dryer Manual)
Equipment	Description - continued
Furnace Equipment Continued	CECO - RTO units Andritz Dryer Manual
	Jaudt – rotary valve Andritz Dryer Manual
	CV Technology Q-Rohr – explosion vents A ndritz Dryer Manual
	Robinson Industries – main ID fan A ndritz Dryer Manual
Scrubber System and Core-Pak Heat Exchanger	Flash Drying Systems Manual
	Cor-Pak Heat Exchangers
Mixer and Cage Mill	Flash Drying Systems Manual
	WAM – Mixers, screw conveyors, bin activators, slide gate, and bucket elevators see Andritz Dryer M anual
Cyclones Gas Duct	Flash Drying Systems Manual
Combustion Air	Flash Drying Systems Manual

Pre-heater, Deodorizer, and Core Pak tubes	
Fire Suppression	None Available
Drag Chain Conveyors and Product Transport System	Sweco Vibro-Energy Separator, Model US 48, 1200 RPM
	Falk Corporation Fluid Power Drive, Model A-FPG7.58 and Falk Screw Conveyor Drive, Model 2203JSC25
	WAM – Mixers, screw conveyors, bin activators, slide gate, and bucket elevators see Andritz Dryer Manual
	Shaftless Screw Conveyor
Proportional Feed System	Proportional Feed System Manual
	Roskamp – roller crusher Andritz Dryer Manual

- 4.9 Contractor shall furnish, if requested by CTR, copies of current environmental permits and demonstrate compliance with current environmental regulations.
- 4.10 Subcontractors to the Contractor for the performance of work are subject to the same standards as the contractor.
- 4.11 At a City location, all machinery and equipment that are undergoing maintenance and repair shall be locked-out/tagged-out (LOTO) to protect against accidental or inadvertent operation when such operation could cause injury to personnel or damage to equipment. LOTO shall carry out by "City of Houston Authorized Personnel" only. "City of Houston Authorized Personnel" may include qualified electricians, mechanics, and operators.

5.0 Work Orders

- 5.1 The CTR will request a proposal and cost estimate from the Contractor for the designated project.
- 5.2 The Contractor must respond with their proposal and cost quotation within three (3) working days after receiving the request from the CTR. The quotation must include a breakdown by the applicable contract Fee Schedule Line Item of each service to be provided, the quantity, the total cost for that Line Item and all necessary drawings and specifications.
 - 5.2.1 The Contractor will submit a completed **Hazard Communications Program / Contractor Compliance Form** (Form E) with each cost quotation if work is to be completed on City property.
- 5.3 If the Contractor's Proposal is acceptable, the CTR will issue a "Work Order" (Form F) authorizing the Contractor to perform work.
 - 5.3.1 The schedule of work will be coordinated with the CTR so as not to interfere with plant operations.
 - 5.3.2 The Contractor will not commence work until the CTR has approved the submitted schedule of work. The Contractor must also obtain approval of the schedule of work prior to start of work.
- 5.4 The Contractor must start the approved work within three (3) working days after the Work Order is issued. The Contractor agrees to start a specified work order within twenty-four (24) hours or

less if an emergency condition exists.

6.0 Repair and Replacement Parts

- 6.1 The Contractor shall use only NEW and ORIGINAL EQUIPMENT MANUFACTURER (OEM) in the repair of the City's equipment.
- 6.2 At Contractor's repair facility, the Contractor shall disassemble the unit, inspect it and prepare a scope of work to repair and replace parts with *new* OEM parts or equal.
- 6.3 If the Contractor plans to use any part other than an OEM specified part, the Contractor shall obtain written permission from CTR before using such parts.
- 6.4 At the City's option a City representative will pick up all non-repairable units. Non-repairable units do not need to be reassembled.
- 6.5 Contractor shall ensure the Equipment Inventory number (EI) tag remains attached to the equipment. Contractor shall notify the CTR if the (EI) tag is damaged or missing.
- 6.6 All illegible or defective nameplates shall be replaced on completion of repair. All original nameplate information, except where changed, shall be stamped on new nameplate. New nameplates shall be permanently attached with mechanical fasteners. The cost of a new nameplate shall be paid on the reimbursable cost-plus basis. Timing for installation shall be mutually agreed upon in writing between the CTR and the Contractor.
- 6.7 Attach a tag to each equipment housing to include the Repair Date as well as Contractor's name and Job Number. The tag shall be secured with stainless drive pins. The cost of the identification tag shall be paid on the reimbursable cost-plus basis. Timing for installation shall be mutually agreed upon in writing between the CTR and the Contractor.
- 6.8 Wherever torque values are known, the Contractor shall use a torque wrench and adhere to the OEM torque values.
- 6.9 If requested by the CTR, Contractor shall furnish parts needed for maintenance activities of equipment by City Personnel. Contractor shall charge the same price for these parts as scheduled in Bid Forms under "Parts and Material."
- 6.10 The City reserves the rights to pick up any and all parts that are quoted by the Contractor to be replaced. This includes (but is not limited to) seals, bearings, and other items of any equipment undergoing repair work.
- 6.11 All metal parts shall be checked for structural integrity and cracks, and shall be repaired or replaced as needed.
- 6.12 Terminal boxes and auxiliary equipment enclosures shall be made to meet OEM's specifications.
- 6.13 All painted equipment with peeling paint or rust shall be sandblasted. The cost of sandblasting shall be included as a part of the base cost of any repair.
- 6.14 Assembled repaired equipment shall be tested for vibration. The vibration level shall not exceed manufacturer recommendation. The vibration measurements shall be recorded on the Final Test Sheet. (Final Test Sheet Forms are to be provided by the Contractor with CTR having final approval of the format.) All costs associated with the vibration test shall be included as a part of the base cost of any repair work.

- 6.15 The Contractor shall be responsible for storage of the equipment in need of repair and all parts. Any parts lost or damaged while in the possession of the Contractor shall be repaired or replaced at Contractor's expense.
- 6.16 Paint booth shall not be used for Sandblasting.
- 6.17 Steam clean area shall be so designed with all the run-offs captured into an approved oil/grease recovery system.

7.0 Required Documentation

- 7.1 Delivery tickets and packing slips will contain quantity, part number, description of commodity delivered, name of department or section and facility name to which the merchandise was delivered, the City of Houston Ordinance Number, Contract number, signature of receiving employee, printed name, employee number and the authorization release number.
- 7.2 All markups shall be based on part vendor's or sub-contractor's ACTUAL ORIGINAL Invoiced Documents. The contractor shall submit these actual original invoices, as attachments, with the final invoice for payment by City for the work performed by the Contractor.
- 7.3 Where hourly work is performed on behalf of the City, the Contractor (and Sub-Contractors of the Contractor) shall fully document the start of the work, the time spent on the job, and completion of each job. The documentation shall be punch card/time-clock or shop record or any other mutually agreed method. The field TIME SHEETS should be signed DAILY by a City of Houston Supervisor at the facility location, if a City supervisor is available. ALL TIME SHEETS shall be approved by the CTR on the last working day of each week.
- 7.4 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.
- 7.5 The City shall be billed only for the hours the contractor works on City equipment whether at City facility or at Contractor's facility. No itemized travel time is allowed or reimbursable.

8.0 Reporting and Documentation

- 8.1 Any equipment removed from City property shall be documented on an "Equipment Release Authorization Form" (Form C). The Public Works and Engineering Department may use a log in conjunction with the Equipment Release Authorization form. The department requesting services shall provide the Equipment Release Authorization Form. The user department shall adjust the Form to reflect the Contract Number and Ordinance Numbers pertaining to this Contract.
- 8.2 CTR 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. The Contractor shall provide a current status of all Work Orders utilizing the "Progress and Status Report Form" (Form D) to the CTR at each meeting. Any discrepancies shall be resolved at that time and all backlogs shall be completed by the tenth of the following month.
- 8.3 Upon completion of any repair work the Contractor shall provide to the City, a full set of completed "Equipment Teardown and Recommended Repair Report(s)" (Form A), ork performed on the unit, test and data sheets including Electrical, Machinist and Mechanical Report. (Electrical, Machinist and Mechanical Report Forms are to be provided by the Contractor with CTR having final approval of the format.) The Contractor shall establish and

maintain records for at least three (3) years that the product has passed inspection and/or test with defined acceptance criteria (EA SA AR100-1998 1.3.2).

8.4 Additional form(s) may be required during the term of this contract at the direction of the CTR.

9.0 Explosion-Proof Rated Equipment

- Repair of Underwriters Laboratory (UL) approved explosion-proof equipment
- Repair of Factory Mutual (FM) approved explosion-proof equipment.

9.1 The repair of Underwriters Laboratory (UL) explosion-proof equipment shall be performed in a UL approved shop by skilled mechanics that are familiar with repair practices typical to explosion-proof equipment.

9.2 The repair of Factory Mutual (FM) explosion-proof equipment shall be performed in a "Factory" approved shop by skilled mechanics that are familiar with repair practices typical to explosion-proof equipment.

9.3 Only OEM parts are allowed in the repair of UL approved units, except for bearings and seals. NO OTHER EXCEPTIONS.

9.4 Only shafts and seals can be reworked for a repair of UL approved units.

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

9.6 The shop shall provide the City with a copy of the "UL Certification Sheet" (Form B). The certificate shall bear the UL file number.

10.0 Repair and Replacement

10.1 The Contractor shall inspect, repair, and/or troubleshoot assemblies and subassemblies of the equipment in lieu of replacement unless the repair cost of the equipment 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 economic evaluation and various operational considerations.

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

10.3 Replacement unit shall have the same characteristic as the one being replaced and shall have a "Premium" or best available "Efficiency" motor unless otherwise authorized, in writing, by CTR.

11.0 Specific Tasks and Scope of Work

11.1 Upon request for estimate from the CTR and within three (3) working days the contractor shall inspect the equipment at the Sludge Processing Facility. If repairs can be performed at City facility at the time of inspection, the Contractor shall do the needed repair and release/return the unit to Operation.

11.2 If the unit can be repaired at City location but additional parts and services are needed, the Contractor shall notify the CTR and prepare a scope of the work within seventy-two (72) hours and submit it to the CTR for approval and issue of a work order. The scope of work shall include the estimated time for delivery of parts and expected completion date of the work. The Contractor, upon receipt of work order, shall complete the repair of the unit within allocated time and release/return the unit to Operation.

11.3 After issuance of the Work Order, if the unit cannot be repaired at City location, the Contractor

shall notify the CTR. Within forty-eight (48) hours, the Contractor shall pull the unit from its foundation or pit, and load the unit on Contractor's vehicle, and transport/deliver the unit to Contractor's/ sub-contractor's repair facility.

- 11.4 The Contractor or its sub shall furnish hoist, crane, etc. for loading and unloading of the unit at City facilities and at Contractor's facility.
- 11.5 Before disassembly of the unit at Contractor's shop, the Contractor/ sub contractor shall inspect the unit and document the damaged and missing parts. In addition, the Contractor shall photograph the unit and sub-assemblies, as received. These photographs and any subsequent photographs of the unit and its parts shall be parts of the repair record.
- 11.6 The Contractor shall chemically and mechanically clean all external surfaces, as required.
- 11.7 The Contractor shall perform the necessary tests, with measurement recorded in the Equipment Teardown and Recommended Repair Report (Form A).
- 11.8 The Contractor shall disassemble the units and clean all internal parts.
- 11.9 The Contractor shall inspect all components of the units and all critical areas to determine if clearances are within OEM tolerances, and the parts meet manufacturer's specifications.
- 11.10 The Contractor is responsible for obtaining the OEM data from the manufacturers.
- 11.11 The Contractor shall inspect the unit and its shaft for corrosion, erosion, chipping, scoring, and other damages and shall record this observation on the Teardown Report.
- 11.12 The Contractor shall inspect the rotor shaft for "roundness/runout" and determine if it is within OEM tolerance.
- 11.13 The Contractor shall inspect the shaft extensions and keyseats (keyways), if applicable. Shaft extensions must be smooth, polished, and concentric with shaft center. Shaft extension dimension shall be checked.
- 11.14 Contractor shall inspect each bolt for damaged threads.
- 11.15 Repair shall include sandblasting, welding and machining as required. Other services required of Contractor shall include Non-Destructive Testing (NDT), chroming and metallizing if and when required.
- 11.16 The core iron, if needed, may be grit blasted with glass beads, walnut shells, corncobs, or similar materials. It shall not be blasted with silica, garnet, or other grits, which may cause shorts between laminations (EASA Tech Note 16).
- 11.17 Contractor shall determine what parts are to be machined or replaced with new parts. As a minimum the Contractor shall replace all bearings, and seals when the original unit was furnished with such items.
- 11.18 The CTR will inspect the tear-downed unit, review the Contractor's proposed work scope and cost estimate, and revise/approve the work scope/cost estimate.
- 11.19 Upon acceptance of cost estimate by the CTR, the CTR will issue a work order (Form F). Upon the receipt of the work order the Contractor shall proceed with repairs. The Contractor shall commence to work on the unit and complete the repair within the allocated time for delivery of such item:
- 11.20 The Contractor shall notify the CTR immediately if the Contractor cannot complete the job within

the contractually agreed time period detailed in the authorizing Work Order. The Contractor shall submit to CTR a detailed explanation for the delay with a new schedule to complete the job.

- 11.21 At all times during the repair process, Contractor shall maintain City's equipment in a clean and weather protected storage area.
- 11.22 Shaft seal surface, bearing journals, shall be micrometer checked and recorded on the information sheet.
- 11.23 End bells and bearing housing critical dimensions shall be micrometer checked and recorded on the mechanical inspection sheet.
- 11.24 The above measurements shall be submitted to CTR, along with the Electrical, Machinist and Mechanical Report Form(s), during the teardown inspection.
- 11.25 Replacement bearings shall have an L10 rating life in accordance with ANSI/AFBMA of at least 40,000 hours. If the L10 rating life of the existing bearing is larger than 40,000 hours, the Contractor shall replace the bearing with the same L10 rating life bearing as the existing one.
- 11.26 After parts have been repaired, Contractor shall put together the rotating assembly and balance it.
- 11.27 The Contractor shall reassemble the unit, test, seal and paint, as required.
- 11.28 Surface of all REPAIRED units shall be prepared for painting to white metal finish by blast cleaning to SSPC-SP5. Changes to paint specifications shall be approved in writing by CTR prior to application of paint.
- 11.29 Surface of all REPAIRED units requiring a paint job shall be primed and finished, in an approved paint booth, using the unit manufacturer's standard epoxy painting system:
 - 11.29.1 The minimum Prime coat thickness shall be 3 mils DFT, dry film thickness (DFT).
 - 11.29.2 The minimum finish coat thickness shall be 6 mils DFT, dry film thickness (DFT). Changes to paint specifications shall be approved in writing by CTR prior to application of paint.
- 11.30 If manufacturer's "standard epoxy painting" information is not available, the following industrial coating specification for surface of pumps and equipment shall be followed:
 - 11.30.1 The primer and finish coats shall be two-component, rust-inhibitive, polyamide-cured epoxy coating with a recoatable finish,
 - 11.30.2 The prime coat shall be Ameron 38P, Tnemec 69, or equal.
 - 11.30.3 The finish coat shall be Ameron 38S, Tnemec 69, or equal. Changes to paint specifications shall be approved in writing by CTR prior to application of paint.
- 11.32 The user department will specify the paint color.
- 11.33 Whenever needed, only OEM specified lube/cooling oils, or equal, shall be used in the oil chamber. The lube/cooling oils shall be biodegradable, nontoxic, and FDA approved.

- 11.34 Only OEM specified greases, or equal, shall be used on the bearings.
- 11.35 The Contractor shall return the repaired unit to a City facility, check all associated equipment, install the unit into pit/foundation, and reconnect cables and piping.
- 11.36 The Contractor shall ensure that all electrical control for alarms-shutdown of the systems are operational and are set as specified by OEM before the field test run.
- 11.37 The Contractor shall have the OEM's information on the unit performance, electrical data, and temperature data of the unit at hand before the start of the unit.
- 11.38 Before start of the unit, the Contractor shall check the system for any abnormal conditions and record it accordingly. All deficiencies shall be corrected before start of the unit.
- 11.39 The Contractor shall measure/record the voltage and current readings of the system at NO LOAD and at FULL LOAD and shall compare these readings with the OEM values. Any deviations or unusual conditions shall be evaluated and corrected, if needed.
- 11.40 The vibration levels, if measured, shall be as specified by the OEM. If needed, the City will assist the Contractor to obtain the OEM data from the manufacturers.
- 11.41 The final check of the system shall be made at the end of the test run when the units and the system have reached their operating conditions. All adjustments and/or modifications needed shall be made before placing the unit into permanent service.

12.0 Equipment Inspection and Repair

- 12.1 The Contractor shall provide an "Equipment Teardown and Recommended Repair Report" (Form A) showing the condition of the unit upon receipt, the repair work done, and the final test results. The actual format shall be mutually agreed upon.
- 12.2 During disassembly, the unit shall be visually inspected to determine cause of failure, including electrical and/or mechanical failure.

13.0 Standard Response Times

- 13.1 Contractor shall be accessible to the City via telephone during City of Houston 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.
- 13.2 Contractor shall be available and accessible to the City via telephone to work overtime if requested by the CTR.
- 13.3 Contractor shall be available and accessible to the City via telephone to work emergency if requested by the CTR.
- 13.4 Contractor shall start an emergency job immediately, without scheduling delays, and will not be restricted to normal working hours. CTR shall coordinate the emergency and overtime work.

14.0 Acceptance of Repair

14.1 Shop "Final Test"

- 14.1.1 The CTR shall inspect the repaired unit before the performance test can begin. It is the Contractor's responsibility to ensure communication has been established with the CTR

for witnessing of the performance test.

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

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

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

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

14.1.6 After corrective actions are made, the unit shall go through a new Shop test run before the unit is dispatched to be installed and undergo Field Test Run.

14.2 Field "Run Test"

14.2.1 The CTR shall inspect the repaired unit before the Field Run Test can begin. It is the Contractor's responsibility to ensure communication has been established with the CTR for witnessing of the performance test.

14.2.2 After the unit is run continuously under site's FULL LOAD condition for at least twenty-four hours, the Contractor shall measure/record data of start and run. Acceptable values of all readings are as specified by the OEM .

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

14.2.4 After corrective actions are made, the unit shall go through a new Field Run Test before the unit is accepted.

14.2.5 The repair record and report covering teardown report, photographs of the condition of the unit, specific measurements, and tests such as balancing of rotating elements, vibration measurements, mechanical measurements, start current, run current, insulation level, and others shall be kept for three years by the Contractor, and shall be furnished to the City if requested by CTR.

14.2.6 A typed copy of Repair Data Sheets covering results of specific tests such as balance, vibration measurement, electrical testing results, mechanical measurements, rewinding data, and final Shop Final Test as well as Field Run Test sheets shall be included with the shipment of all repaired units, if requested by CTR.

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

15.0 Silence of Specifications

15.1 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.

16.0 Labor Rate

16.1 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.

17.0 Additional Services

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

17.2 Contractor shall perform Additional Services using the unit rates in the Fee Schedule as specified for the type of service provided. If the Fee Schedule does not cover the work the Contractor shall be paid on the reimbursable cost-plus basis. Timing of any Additional Services shall be mutually agreed upon in writing between the CT R and the Contractor.

18.0 Warranties

18.1 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.

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

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

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

18.5 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.

18.6 If the number of days a unit is out service for warranty repair exceeds ten (10) business days, the warranty shall be extended by the number of calendar days the unit has been out of service.

19.0 Invoices

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

- City Contract number and Contractor's Job Number.
- Contractor's Job Number shall appear clearly on all time sheets, invoices, and suppliers' invoices.
- Contractor's name and address and where the service was performed.
- City equipment EI Number, and City Work Order Number.
- City Facility Number and address where equipment had been prior to service.

- Detailed description of services rendered.
- Description of Parts or components repaired or replaced. Provide Part Numbers, listing before and after discount. If parts are reconditioned, the costs to recondition parts must be listed.
- Subcontractors' invoices with detail description of work performed, hours, and cost.
- Labor hours and rates.
- City delivery and pickup tickets
- UL re-certification for explosion-proof units
- Subtotal costs for parts and labor separately.
- Total invoice costs.

19.2 PWE Invoicing Address

Public Works and Engineering Department
 Accounts Payable – Mr. Craig Foster
 P.O. Box 61449
 Houston, TX 77208-1449

20.0 Additions and Deletions

20.1 The City by written notice from the City Purchasing Agent to the Contractor, at anytime during the term of this contract, may add or delete like or similar equipment and/or services to the list of equipment and/or services to be performed. Any such written notice shall take effect on the date stated in the notice from the City. Equipment and/or services added will be subject to the contract services and charges or rates as an item already specified in the fee schedule. In the event the additional equipment and/or service is not identical to any item already under contract, the charges therefor will then be the Contractor's prevailing charges or rates for the equipment and/or services classified in the fee schedule.

20.2 All unit prices for labor and parts shall be easily identified against the quoted contract pricing.

21.0 Warranty of Services

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

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

21.2 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-confirming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.

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

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

22.0 Estimated Quantities Not Guaranteed

22.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of services outlined in the scope of work 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.

**EXHIBIT "BB"
SAMPLE FORMS**

**Form A:
Sample Equipment Teardown and Recommended Report
Sludge Facility Equipment Repair Report
Public Works and Engineering Department**

NOTE:

This is a SAMPLE form subject to revision after contract award at the direction/approval of the CTR.

Contractor: _____

City Contract Number: _____

Contractor Job Number: _____

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

Nameplate Information:

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

Cable Information:

Power Cable	Size	Length	Condition
Control Cable	Size	Length	Condition

Bearings	DE Size	Condition
Bearings	ODE Size	Condition
Volute		
Wear Rings		
Slide Rail Bracket		
Other		

Runouts:

Shaft DE	
Shaft ODE	
Face of Rotor	

List all tests performed on this unit:

**EXHIBIT "BB"
SAMPLE FORMS**

**Form A:
Sample Equipment Teardown and Recommended Report
Sludge Facility Equipment Repair Report
Public Works and Engineering Department**

NOTE:

This is a SAMPLE form subject to revision after contract award at the direction/approval of the CTR.

Recommendation: Repair: _____ Replace: _____

Other Repairs Needed:

Parts Description:

Job Title: _____ Date: _____

Prepared By: _____

**EXHIBIT "BB"
SAMPLE FORMS**

**Form B:
Sample U.L Certification Sheet
Sludge Facility Equipment Repair Report
Public Works and Engineering Department**

NOTE:

This is a SAMPLE form subject to revision after contract award at the direction/approval of the CTR.

NAME OF REPAIR SHOP: _____

FACILITY NAME: _____ JOB #: _____ EI #: _____

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

ORIGINAL CLASS: _____ ORIGINAL GROUP: _____

REBUILT CLASS: _____ REBUILT GROUP: _____

DATE NEW SERIAL # ISSUED: _____

WORK DONE: _____

Equipment MFGR: _____ FRAME: _____

Equipment SERIAL #: _____

HP: _____ VOLTS: _____ AMPS: _____ CODE: _____

INSULATING CLASS: _____

THERMOSTAT MOUNTING CODE: _____

U.L. INSPECTOR NAME: _____

U.L. INSPECTOR EMPLOYEE #: _____

EXHIBIT "BB"
SAMPLE FORMS

Form C:
Sample Equipment Release Authorization Form
Release No. : _____
Sludge Facility Equipment Repair Report
Public Works and Engineering Department

NOTE:

This is a SAMPLE form subject to revision after contract award at the direction/approval of the CTR.

DATE: _____ CITY WORK ORDER #: _____

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

CONTRACTOR: _____

CONTRACTOR JOB #: _____

CONTRACTOR ADDRESS: _____

CONTRACT #: _____

ORDINANCE #: _____

NAMEPLATE INFORMATION:

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

REASON FOR THE PULLING OF THE EQUIPMENT:

NAME OF THE SHOP THE EQUIPMENT IS BEING TAKEN TO:

IS THERE A PICTURE OF THE EQUIPMENT ATTACHED?

YES: _____ No: _____

CONTRACTOR REPRESENTATIVE

CITY OF HOUSTON REPRESENTATIVE

NAME: _____

NAME: _____

EMPLOYEE #: _____

SIGNATURE: _____

SIGNATURE: _____

EMPLOYEE NUMBER: _____

EMPLOYEE NUMBER: _____

COMMENTS: _____

**EXHIBIT "BB"
SAMPLE FORMS**

**Form D:
Sample Progress and Status Report Form
Date: _____**

**Sludge Facility Equipment Repair Report
Public Works and Engineering Department**

**NOTE:
This is a SAMPLE form subject to revision after contract award at the direction/approval of the
CTR.**

Release Number	Work Order #	Work Order Date	E.I. #	Fac. #	Fac. Name	Manufac .	Model #	Serial #	H.P.	Problem	Date In Shop	Shop Job #	Inspect Date	Test Date
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**EXHIBIT "BB"
SAMPLE FORMS**

Form E:
City of Houston
Hazard Communications Program

SAMPLE CONTRACTOR COMPLIANCE FORM

DEPT: Public Works and Engineering
 LOCATION(S): _____

COMPLIANCE STEPS	<u>CHECK</u> if Yes	<u>DATE</u>
1. Will contractor bring chemicals on City property?	<input type="checkbox"/>	<input type="checkbox"/>
2. Have the chemicals been assessed for hazards? (Attach HCP-1)	<input type="checkbox"/>	<input type="checkbox"/>
3. Has Safety/Risk Management approved usage?	<input type="checkbox"/>	<input type="checkbox"/>
4. Has MSDS/HazCom Program information been exchanged?	<input type="checkbox"/>	<input type="checkbox"/>
5. Have City employees been trained on hazards posed by the contractor's chemicals brought onto City property?	<input type="checkbox"/>	<input type="checkbox"/>

RECEIPT OF INFORMATION

Exchange of HazCom Packets:

CITY REP (Name/Title): _____ Date: _____
 CONTRACTOR REP: _____ Date: _____

Has the CONTRACTOR documented HazCom training of their employees? If YES, sign below.

CITY REP (Name/Title): _____ Date: _____

**EXHIBIT "BB"
SAMPLE FORMS**

The Owner: THE CITY OF HOUSTON, 901 Bagby Street, Houston, Texas 77002 (the City)

The Contractor: _____

Address: _____

Project GFS Number: _____

Project Title: _____

Project Location: _____

City Engineer: _____

Address: _____

Project Manager: _____

<p>NOTE: This is a SAMPLE form subject to revision after contract award at the direction/approval of the CTR</p>

DESCRIPTION OF THE WORK

The work to be performed under this Work Order includes:
All necessary Drawings or Specifications are attached and incorporated herein as part of the Work Order.

DATE OF COMMENCEMENT

The Date of Commencement of this Work Order under the Project is _____. On such date the Contractor is to start performing its obligations under the Work Order in accordance with the Contract Documents. The Contract Time for this Work Order is _____ days; the date on which Liquidated Damages shall commence is established as _____, 2003, subject to adjustments of the Contract Time as provided in the Contract Documents.
Should Contractor fail to achieve substantial completion of the Work within the Contract Time, the Contractor agrees to pay liquidated damages as stipulated in Supplementary Conditions.

CONTRACT PRICE

Subject to all the terms and conditions of the Contract Document, the City shall pay the Contractor in current funds for the Contractor performance of the Work described in this Work Order, the Work Order price of _____ Dollars (\$_____). The Work Order price is calculated in bid document – Quantity Analysis, which is subject to adjustment upon completion of the Work due to variation in quantities of units of Work actually incorporated in the completed Work and other adjustments as provided in Contract Documents.

The Contract Price is based, in whole or in part, on those unit price items of Work that are listed in the bid document. The Contract Price is subject to adjustment due to variation in quantities of units of work actually incorporated in the completed Work and other adjustments as provided in the Contract Documents.

This Work Order is a Contract Document. Work performed and payments made pursuant to this Work Order shall be subject to the terms and conditions of all other Contract Documents except as otherwise provided, including but not limited to Document 00700 – General Conditions and Document 00800 – Supplementary Conditions.

Additional terms, instructions, and conditions that pertain to this Work Order:

City of Houston
By: _____
Project Manager

EXHIBIT "C"
EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

EXHIBIT "DD"

**CITY OF HOUSTON
AFFIRMATIVE ACTION & CONTRACT COMPLIANCE
M/WBE UTILIZATION REPORT**

Report Period _____

PROJECT NAME & NUMBER: _____ AWARD DATE: _____

PRIME CONTRACTOR: _____ CONTRACT No.: _____

ADDRESS: _____ CONTRACT AMOUNT: _____

LIAISON/PHONE No.: _____ M/WBE GOAL: _____

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

EXHIBIT "E"
DRUG POLICY COMPLIANCE AGREEMENT

I, David Haynes President as an owner or officer of
(Name) (Print/Type) (Title)
Industrial TX Corp. (Contractor)
(Name of Company)

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

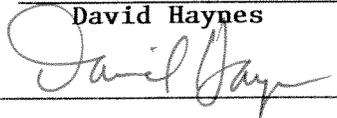
1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures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

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

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

Date June 4, 2010

Contractor Name Industrial TX Corp.
David Haynes

Signature 

Title President

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

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

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

_____ Date
 _____ Contractor Name
Industrial TX Corp.

Non Applicable
 _____ Signature

 _____ Title

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

I, _____
 (NAME) (PRINT/TYPE)

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

_____ DATE
 _____ CONTRACTOR NAME
Industrial TX Corp.

Non Applicable
 _____ SIGNATURE

 _____ TITLE

EXHIBIT "G"
DRUG POLICY COMPLIANCE DECLARATION

I, David Haynes President as an owner or officer of
 (Name) (Print/Type) (Title)
Industrial TX Corp. (Contractor or Vendor)
 (Name of Company)

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

This reporting period covers the preceding 6 months from 7/01/09 to 12/31, 2009.

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

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

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

DA
 Initials Appropriate safety impact positions have been designated for employee positions performing on the City of Houston contract. The number of employees in safety impact positions during this reporting period is total all projects city and non city - 67.

DA
 Initials From July 1, 2009 to December 31, 2009 the following test has occurred
 (Start date) (End date)

	Random	Reasonable Suspicion	Post Accident	Total
Number Employees Tested	22	0	0	22
Number Employees Positive	0	0	0	0
Percent Employees Positive	0	0	0	0

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

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

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

June 4, 2010
 (Date)

David Haynes
 (Typed or Printed Name)
David Haynes
 (Signature)
President
 (Title)

**EXHIBIT "H"
FEES AND COSTS**

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
Year One Services			
1	Centrifuges Disconnect rotating assembly unit cable and associated piping etc remove unit from its foundation	EA	\$1,500.00
2	Centrifuges Transport conveyor assembly to Contractors Facility	EA	\$150.00
3	Centrifuges Transport/Return rotating assembly unit to City facility	EA	\$450.00
4	Centrifuges Install rotating assembly unit connect its cable and associated piping etc and perform the test run	EA	\$1,800.00
5	Centrifuges Field STANDARD LABOR RATE (factory technician)	HR	\$112.00
6	Centrifuges Shop STANDARD LABOR RATE	HR	\$118.00
7	Centrifuges Disassembly inspection and report cost for rotating assembly	EA	\$4,100.00
8	Centrifuges Disassembly inspection and report cost for conveyor	EA	\$2,500.00
9	Instrumentation and Control System Instrument Technician STANDARD LABOR RATE	HR	\$118.00
10	Instrumentation and Control System Control System/Programming Services / STANDARD LABOR RATE	HR	\$118.00
11	Instrumentation and Control System Overtime/ Emergency Repair (Instrument Technician)	HR	\$152.00
12	Instrumentation and Control System Overtime/ EMERGENCY Repair / Programming Services	HR	\$152.00
13	Instrumentation and Control System Field Coordinator	HR	\$118.00
14	General Equipment Inboard and outboard bearing sets Change Out for Vapor Fans (69 St labor only)	EA	\$2,500.00
15	General Equipment Inboard and outboard bearing sets Change Out for ID Fans (69 St labor only)	EA	\$2,500.00
16	General Equipment Inboard and outboard bearing sets Change Out for Scrubber Fans (69 St labor only)	EA	\$2,500.00
17	General Equipment Inboard and outboard bearing sets Change Out for System Fans (69 St labor only)	EA	\$2,500.00
18	General Equipment Inboard and outboard bearing sets Change Out for Combustion Air Fans (69 St labor only)	EA	\$2,500.00
19	General Equipment Inboard and outboard bearing sets Change Out for Vapor Fans (Almeda Sims labor only)	EA	\$500.00
20	General Equipment Inboard and outboard bearing sets Change Out for ID Fans (Almeda Sims labor only)	EA	\$2,500.00
21	General Equipment Inboard and outboard bearing sets Change Out for Combustion Air Fans (Almeda Sims labor only)	EA	\$500.00
22	General Equipment 69 St Vapor Fans Balancing	EA	\$1,400.00

23	General Equipment 69 St ID Fans Balancing	EA	\$1,400.00
24	General Equipment 69 St System Fans Balancing	EA	\$1,400.00
25	General Equipment 69 St Combustion Air Fans Balancing	EA	\$1,400.00
26	General Equipment Almeda Sims ID Fans Balancing	EA	\$1,400.00
27	General Equipment Almeda Sims Combustion Air Fans Balancing	EA	\$1,400.00
28	General Equipment 69 St Vapor fan cleaning and inspection per O&M manual	EA	\$1,400.00
29	General Equipment Almeda Sims vapor fan cleaning and inspection per O&M manual	EA	\$500.00
30	General Equipment Field STANDARD LABOR RATE for factory technicians	HR	\$120.00
31	General Equipment Shop STANDARD LABOR RATE for Electrical	HR	\$75.00
32	General Equipment Shop STANDARD LABOR RATE for Mechanical	HR	\$75.00
33	General Equipment Shop STANDARD LABOR RATE for Machining	HR	\$75.00
34	General Equipment Overtime /EMERGENCY Repair	HR	\$75.00
35	General Equipment Field Coordinator	HR	\$85.00
36	Furnace Equipment Installation of scaffolding for firebox inspection & Work (per O&M manual) Provide a written inspection report (69 St)	EA	\$8,950.00
37	Furnace Equipment Burner ring refractory tile replacement (69th St)	EA	\$4,500.00
38	Furnace Equipment Burner ring refractory tile replacement (Almeda Sims)	EA	\$4,500.00
39	Furnace Equipment Insulation Material : Fibratec pumpable ceramic fiber material	EA	\$5.00
40	Furnace Equipment Steel repair to the shell and interior sections	FT2	\$103.00
41	Furnace Equipment Field Refractory STANDARD LABOR RATE	HR	\$42.00
42	Furnace Equipment Field Welding STANDARD LABOR RATE	HR	\$45.00
43	Furnace Equipment Overtime /EMERGENCY Repair	HR	\$75.00
44	Furnace Equipment Field Coordinator	HR	\$85.00
45	Scrubber System and Core-Pak Heat Exchanger Cleaning of core-Pak Heat Exchanger Tubs inspection per O&M manual	EA	\$5,000.00
46	Scrubber System and Core-Pak Heat Exchanger Cleaning of the Scrubber System per O&M manual	EA	\$3,900.00
47	Scrubber System and Core-Pak Heat Exchanger Core-Pak tubes replacement at factory (620 tubes/unit)	EA	\$75,000.00
48	Scrubber System and Core-Pak Heat Exchanger Field STANDARD LABOR RATE	HR	\$42.00
49	Scrubber System and Core-Pak Heat Exchanger Overtime /EMERGENCY Repair	HR	\$75.00

50	Scrubber System and Core-Pak Heat Exchanger Field Coordinator	HR	\$85.00
51	Mixer and Cage Mill STANDARD LABOR for welding	HR	\$45.00
52	Mixer and Cage Mill STANDARD LABOR RATE for MechRanical	HR	\$42.00
53	Mixer and Cage Mill Disassembly inspection and report Cost for the Cage Mill (69 St)	EA	\$500.00
54	Mixer and Cage Mill Overtime / EMERGENCY Repair	HR	\$75.00
55	Mixer and Cage Mill Castable Refractory Lining Repair	EA	\$102.00
56	Mixer and Cage Mill Field Coordinator	HR	\$85.00
57	Cyclones Gas Duct maintenance, repair/replacement as requested Scaffolding Services to perform inspection or Repair Services (Cyclone 69 St)	EA	\$16,500.00
58	Cyclones Gas Duct maintenance, repair/replacement as requested Castable Refractory Lining Repair	EA	\$102.00
59	Cyclones Gas Duct maintenance, repair/replacement as requested Field STANDARD LABOR RATE	HR	\$42.00
60	Cyclones Gas Duct maintenance, repair/replacement as requested Field STANDARD LABOR RATE for Welding	HR	\$45.00
61	Cyclones Gas Duct maintenance, repair/replacement as requested Overtime /EMERGENCY Repair	HR	\$75.00
62	Cyclones Gas maintenance, Duct repair/replacement as requested Field Coordinator	HR	\$85.00
63	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Combustion Air Pre-Heater Tube Cleaning (per O&M manual) Removal of ash and other deposits disposal of the deposits in City dumpsters (69 St)	EA	\$7,500.00
64	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Deodorizer Tube Cleaning (per O&M manual) Include removal of ash and other deposits from tubes and disposal (69 St)	EA	\$5,800.00
65	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Inspection/testing of combustion Air Pre-Heater tubes and preparation of inspection report (69 St)	EA	\$5,000.00
66	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Inspection/testing of Deodorizer tubes and preparation of inspection report (69 St)	EA	\$3,700.00
67	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Plugging of deodorizer tubes	EA	\$85.00
68	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Deodorizer Tube Replacement for 25 tubes or less. (69 St)	EA	\$220.00
69	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Combustion Air Preheater Deodorizer and Core-Pak Tube Field STANDARD LABOR RATE	HR	\$42.00
70	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Combustion Air Pre-Heater Tube replacement for 25 tubes or less (69 St).	EA	\$220.00
71	Combustion Air Preheater Deodorizer and Core-Pak Tube Overtime/EMERGENCY Repair	HR	\$75.00

72	Combustion Air Preheater Deodorizer and Core-Pak Tube Field Coordinator	HR	\$85.00
73	Fire Suppression System repair/replacement as requested Inspection / testing and certification of fire fog system per O&M manual requirement (69 St)	EA	\$2,400.00
74	Fire Suppression System repair/replacement as requested Field STANDARD LABOR RATE	HR	\$45.00
75	Fire Suppression System repair/replacement as requested Overtime / EMERGENCY Repair	HR	\$75.00
76	Fire Suppression System repair/replacement as requested Field Coordinator	HR	\$85.00
77	Drag Chair Conveyors and Product Transport System repair/replacement as requested Field STANDARD LABOR RATE	HR	\$42.00
78	Drag Chair Conveyors and Product Transport System repair/replacement as requested Welder STANDARD LABOR RATE	HR	\$45.00
79	Drag Chair Conveyors and Product Transport System repair/replacement as requested Overtime / EMERGENCY Repair	HR	\$75.00
80	Drag Chair Conveyors and Product Transport System repair/replacement as requested Field Coordinator	HR	\$85.00
81	Administrative Overhead Cost of Performance & Maintenance Bonds	YR	\$29,800.00
82	Administrative Overhead Clerical Administrative Costs(Fee to include all clerical overhead related to contract maintenance insurance payroll and other administrative functions)	MON	\$5,400.00
83	Centrifuges: Welder STANDARD LABOR RATE	HR	\$45.00
84	Centrifuges: Field STANDARD LABOR RATE	HR	\$42.00
85	Centrifuges: Field Coordinator STANDARD LABOR RATE	HR	\$85.00
86	General Equipment: Inboard and outboard bearing sets Change Out for Venturi Air Fans (Almeda Sims, labor only)	EA	\$500.00
87	General Equipment: Pillow block bearing sets Change Out for DDS (Almeda Sims, labor only)	EA	\$2,800.00
88	Furnace Equipment: Cleaning of the furnace (per O &M manual). Provide a written inspection report.(Almeda Sims)	EA	\$1,500.00
89	Scrubber System and Core-Pak Heat Exchanger: Cleaning Condenser impingement trays per O&M manual (Almeda Sims)	EA	\$1,000.00
90	Mixer and Cage Mill: Cleaning, inspection and report Cost for the Mixer (Almeda Sims)	EA	\$1,700.00
91	Mixer and Cage Mill: Field Technician STANDARD LABOR RATE (factory Tech)	HR	\$140.00
92	Mixer and Cage Mill: Shop STANDARD LABOR RATE for Mechanical	HR	\$85.00
93	Mixer and Cage Mill: Shop STANDARD LABOR RATE for Machining	HR	\$85.00
94	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Deodorizer Tube Replacement for 26 tubes or more (69th St.)	EA	\$185.00

95	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Plugging of Pre-Heater tube (69th St.	EA	\$85.00
96	Combustion Air Preheater, Deodorizer, and Core-Pak Tube:Fugitive Dust system bag replacement per bag (Almeda Sims)	EA	\$145.00
97	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Fugitive Dust system bag replacement of 5 bags or more (Almeda Sims)	EA	\$120.00
98	Drag Chair Conveyors and Product Transport System repair/replacement as requested. Disassembly, inspection and report for the screw conveyers	EA	\$500.00
99	Drag Chair Conveyors and Product Transport System repair/replacement as requested. Replacement of HDPE screw conveyer liners per 4-ft section (Almeda Sims)	EA	\$200.00
100	Drag Chair Conveyors and Product Transport System repair/replacement as requested. Field technician STANDARD LABOR RATE (factory tech)	HR	\$112.00
101	Proportional Feed System. Field STANDARD LABOR RATE	HR	\$42.00
102	Proportional Feed System. Welder STANDARD LABOR RATE	HR	\$45.00
103	Proportional Feed System. Overtime / EMERGENCY Repair	HR	\$75.00
104	Proportional Feed System. Field technician STANDARD LABOR RATE (factory tech)	HR	\$140.00
105	Proportional Feed System. Field Coordinator	HR	\$85.00
106	Regenerative Thermal Oxidizer. Field STANDARD LABOR RATE	HR	\$42.00
107	Regenerative Thermal Oxidizer. Welder STANDARD LABOR RATE	HR	\$45.00
108	Regenerative Thermal Oxidizer: Overtime / EMERGENCY Repair	HR	\$75.00
109	Regenerative Thermal Oxidizer. Field technician STANDARD LABOR RATE (factory tech)	HR	\$140.00
110	Regenerative Thermal Oxidizer. Field Coordinator	HR	\$85.00
111	Centrifuges: Transport rotating assembly unit to Contractor's facility	EA	\$250.00
112	Centrifuges: Disconnect Conveyor Unit, cable and associated piping, etc., remove from its foundation	EA	\$2,000.00
113	Centrifuges: Install Conveyor Unit, connect the cable and associated piping, etc. and perform the test run.	EA	\$2,000.00
114	Cyclone: Cyclone Gas Duct maintenance repair / replacement as requested, (Cyclone 69th St.)	EA	\$200.00
115	Furnace; Installation of scaffolding for burner inspection & Work (per O&M manual). Provide a written inspection report (69th St.)	EA	\$5,800.00
116	Centrifuges; Transport/Return Conveyor assembly unit to City Facility	EA	\$250.00
Year One / Group 2 Additional Services / Mark-Up Percentage Over Original Invoice			
1	Crane Rigging (Mark-up of sub-contractors Original Invoice) Based on \$20,000.00	12%	\$22,400.00

2	Parts & Materials (Original Invoice) Based on \$550,000.00	12%	\$616,000.00
3	Additional Services / Sub-contractors Original Invoice Based on \$110,000.00	12%	\$123,200.00
4	Scaffolding Rentals (Original Invoice) Based on \$10,000.00	12%	\$11,200.00

Year Two Services

1	Centrifuges Disconnect rotating assembly unit cable and associated piping etc remove unit from its foundation	EA	\$1,500.00
2	Centrifuges Transport conveyor assembly to Contractors Facility	EA	\$150.00
3	Centrifuges Transport/Return rotating assembly unit to City facility	EA	\$450.00
4	Centrifuges Install rotating assembly unit connect its cable and associated piping etc and perform the test run	EA	\$1,800.00
5	Centrifuges Field STANDARD LABOR RATE (factory technician)	HR	\$124.00
6	Centrifuges Shop STANDARD LABOR RATE	HR	\$124.00
7	Centrifuges Disassembly inspection and report cost for rotating assembly	EA	\$4,500.00
8	Centrifuges Disassembly inspection and report cost for conveyor	EA	\$2,500.00
9	Instrumentation and Control System Instrument Technician STANDARD LABOR RATE	HR	\$120.00
10	Instrumentation and Control System Control system/ Programming Services / STANDARD LABOR RATE	HR	\$120.00
11	Instrumentation and Control System Overtime/ Emergency Repair (Instrument Technician)	HR	\$154.00
12	Instrumentation and Control System Overtime/ EMERGENCY Repair / Programming Services	HR	\$154.00
13	Instrumentation and Control System Field Coordinator	HR	\$120.00
14	General Equipment Inboard and outboard bearing sets Change Out for Vapor Fans (69 St labor only)	EA	\$2,500.00
15	General Equipment Inboard and outboard bearing sets Change Out for ID Fans (69 St labor only)	EA	\$2,500.00
16	General Equipment Inboard and outboard bearing sets Change Out for Scrubber Fans (69 St labor only)	EA	\$2,500.00
17	General Equipment Inboard and outboard bearing sets Change Out for System Fans (69 St labor only)	EA	\$2,500.00
18	General Equipment Inboard and outboard bearing sets Change Out for Combustion Air Fans (69 St labor only)	EA	\$2,500.00
19	General Equipment Inboard and outboard bearing sets Change Out for Vapor Fans (Almeda Sims labor only)	EA	\$500.00
20	General Equipment Inboard and outboard bearing sets Change Out for ID Fans (Almeda Sims labor only)	EA	\$2,500.00
21	General Equipment Inboard and outboard bearing sets Change Out for Combustion Air Fans (Almeda Sims labor only)	EA	\$500.00

22	General Equipment 69 St Vapor Fans Balancing	EA	\$1,500.00
23	General Equipment 69 St ID Fans Balancing	EA	\$1,500.00
24	General Equipment 69 St System Fans Balancing	EA	\$1,500.00
25	General Equipment 69 St Combustion Air Fans Balancing	EA	\$1,500.00
26	General Equipment Almeda Sims ID Fans Balancing	EA	\$1,500.00
27	General Equipment Almeda Sims Combustion Air Fans Balancing	EA	\$1,500.00
28	General Equipment 69 St Vapor fan cleaning and inspection per O&M manual	EA	\$1,500.00
29	General Equipment Almeda Sims vapor fan cleaning and inspection per O&M manual	EA	\$500.00
30	General Equipment Field STANDARD LABOR RATE for factory technicians	HR	\$125.00
31	General Equipment Shop STANDARD LABOR RATE for Electrical	HR	\$75.00
32	General Equipment Shop STANDARD LABOR RATE for Mechanical	HR	\$75.00
33	General Equipment Shop STANDARD LABOR RATE for Machining	HR	\$75.00
34	General Equipment Overtime /EMERGENCY Repair	HR	\$75.00
35	General Equipment Field Coordinator	HR	\$85.00
36	Furnace Equipment Installation of scaffolding for firebox inspection & Work (per O&M manual) Provide a written inspection report (69 St)	EA	\$8,950.00
37	Furnace Equipment Burner ring refractory tile replacement (69th St)	EA	\$4,500.00
38	Furnace Equipment Burner ring refractory tile replacement (Almeda Sims)	EA	\$4,500.00
39	Furnace Equipment Insulation Material : Fibratec pumpable ceramic fiber material	EA	\$5.00
40	Furnace Equipment Steel repair to the shell and interior sections	FT2	\$103.00
41	Furnace Equipment Field Refractory STANDARD LABOR RATE	HR	\$41.00
42	Furnace Equipment Field Welding STANDARD LABOR RATE	HR	\$45.00
43	Furnace Equipment Overtime /EMERGENCY Repair	HR	\$75.00
44	Furnace Equipment Field Coordinator	HR	\$85.00
45	Scrubber System and Core-Pak Heat Exchanger Cleaning of core-Pak Heat Exchanger Tubs inspection per O&M manual	EA	\$5,100.00
46	Scrubber System and Core-Pak Heat Exchanger Cleaning of the Scrubber System per O&M manual	EA	\$4,000.00
47	Scrubber System and Core-Pak Heat Exchanger Core-Pak tubes replacement at factory (620 tubes/unit)	EA	\$75,000.00

48	Scrubber System and Core-Pak Heat Exchanger Field STANDARD LABOR RATE	HR	\$42.00
49	Scrubber System and Core-Pak Heat Exchanger Overtime /EMERGENCY Repair	HR	\$75.00
50	Scrubber System and Core-Pak Heat Exchanger Field Coordinator	HR	\$85.00
51	Mixer and Cage Mill STANDARD LABOR for welding	HR	\$47.00
52	Mixer and Cage Mill STANDARD LABOR RATE for Mechanical	HR	\$42.00
53	Mixer and Cage Mill Disassembly inspection and report Cost for the Cage Mill (69 St)	EA	\$500.00
54	Mixer and Cage Mill Overtime / EMERGENCY Repair	HR	\$75.00
55	Mixer and Cage Mill Castable Refractory Lining Repair	EA	\$102.00
56	Mixer and Cage Mill Field Coordinator	HR	\$85.00
57	Cyclones Gas Duct maintenance, repair/replacement as requested Scaffolding Services to perform inspection or Repair Services (Cyclone 69 St)	EA	\$16,500.00
58	Cyclones Gas Duct maintenance, repair/replacement as requested Castable Refractory Lining Repair	EA	\$102.00
59	Cyclones Gas Duct maintenance, repair/replacement as requested Field STANDARD LABOR RATE	HR	\$42.00
60	Cyclones Gas Duct maintenance, repair/replacement as requested Field STANDARD LABOR RATE for Welding	HR	\$45.00
61	Cyclones Gas Duct maintenance, repair/replacement as requested Overtime /EMERGENCY Repair	HR	\$75.00
62	Cyclones Gas maintenance, Duct repair/replacement as requested Field Coordinator	HR	\$85.00
63	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Combustion Air Pre-Heater Tube Cleaning (per O&M manual) Removal of ash and other deposits disposal of the deposits in City dumpsters (69 St)	EA	\$7,500.00
64	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Deodorizer Tube Cleaning (per O&M manual) Include removal of ash and other deposits from tubes and disposal (69 St)	EA	\$5,800.00
65	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Inspection/testing of combustion Air Pre-Heater tubes and preparation of inspection report (69 St)	EA	\$5,000.00
66	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Inspection/testing of Deodorizer tubes and preparation of inspection report (69 St)	EA	\$3,700.00
67	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Plugging of deodorizer tubes	EA	\$85.00
68	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Deodorizer Tube Replacement for 25 tubes or less. (69 St)	EA	\$220.00
69	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Combustion Air Preheater Deodorizer and Core-Pak Tube Field STANDARD LABOR RATE	HR	\$42.00

70	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Combustion Air Pre-Heater Tube replacement for 25 tubes or less (69 St).	EA	\$220.00
71	Combustion Air Preheater Deodorizer and Core-Pak Tube Overtime/EMERGENCY Repair	HR	\$75.00
72	Combustion Air Preheater Deodorizer and Core-Pak Tube Field Coordinator	HR	\$85.00
73	Fire Suppression System repair/replacement as requested Inspection / testing and certification of fire fog system per O&M manual requirement (69 St)	EA	\$2,400.00
74	Fire Suppression System repair/replacement as requested Field STANDARD LABOR RATE	HR	\$45.00
75	Fire Suppression System repair/replacement as requested Overtime / EMERGENCY Repair	HR	\$75.00
76	Fire Suppression System repair/replacement as requested Field Coordinator	HR	\$90.00
77	Drag Chair Conveyors and Product Transport System repair/replacement as requested Field STANDARD LABOR RATE	HR	\$42.00
78	Drag Chair Conveyors and Product Transport System repair/replacement as requested Welder STANDARD LABOR RATE	HR	\$45.00
79	Drag Chair Conveyors and Product Transport System repair/replacement as requested Overtime / EMERGENCY Repair	HR	\$75.00
80	Drag Chair Conveyors and Product Transport System repair/replacement as requested Field Coordinator	HR	\$85.00
81	Administrative Overhead Cost of Performance & Maintenance Bonds	YR	\$29,800.00
82	Administrative Overhead Clerical Administrative Costs(Fee to include all clerical overhead related to contract maintenance insurance payroll and other administrative functions)	MON	\$5,400.00
83	Centrifuges: Welder STANDARD LABOR RATE	HR	\$45.00
84	Centrifuges: Field STANDARD LABOR RATE	HR	\$42.00
85	Centrifuges: Field Coordinator STANDARD LABOR RATE	HR	\$65.00
86	General Equipment: Inboard and outboard bearing sets Change Out for Venturi Air Fans (Almeda Sims, labor only)	EA	\$500.00
87	General Equipment: Pillow block bearing sets Change Out for DDS (Almeda Sims, labor only)	EA	\$2,500.00
88	Furnace Equipment: Cleaning of the furnace (per O &M manual). Provide a written inspection report.(Almeda Sims)	EA	\$1,500.00
89	Scrubber System and Core-Pak Heat Exchanger: Cleaning Condenser impingement trays per O&M manual (Almeda Sims)	EA	\$1,000.00
90	Mixer and Cage Mill: Cleaning, inspection and report Cost for the Mixer (Almeda Sims)	EA	\$1,700.00
91	Mixer and Cage Mill: Field Technician STANDARD LABOR RATE (factory Tech)	HR	\$140.00
92	Mixer and Cage Mill: Shop STANDARD LABOR RATE for Mechanical	HR	\$85.00
93	Mixer and Cage Mill: Shop STANDARD LABOR RATE for Machining	HR	\$85.00

94	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Deodorizer Tube Replacement for 26 tubes or more (69th St.)	EA	\$185.00
95	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Plugging of Pre-Heater tube (69th St.	EA	\$85.00
96	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Fugitive Dust system bag replacement per bag (Almeda Sims)	EA	\$145.00
97	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Fugitive Dust system bag replacement of 5 bags or more (Almeda Sims)	EA	\$120.00
98	Drag Chair Conveyors and Product Transport System repair/replacement as requested. Disassembly, inspection and report for the screw conveyers	EA	\$500.00
99	Drag Chair Conveyors and Product Transport System repair/replacement as requested. Replacement of HDPE screw conveyer liners per 4-ft section (Almeda Sims)	EA	\$200.00
100	Drag Chair Conveyors and Product Transport System repair/replacement as requested. Field technician STANDARD LABOR RATE (factory tech)	HR	\$124.00
101	Proportional Feed System. Field STANDARD LABOR RATE	HR	\$42.00
102	Proportional Feed System. Welder STANDARD LABOR RATE	HR	\$47.00
103	Proportional Feed System. Overtime / EMERGENCY Repair	HR	\$75.00
104	Proportional Feed System. Field technician STANDARD LABOR RATE (factory tech)	HR	\$140.00
105	Proportional Feed System. Field Coordinator	HR	\$85.00
106	Regenerative Thermal Oxidizer. Field STANDARD LABOR RATE	HR	\$42.00
107	Regenerative Thermal Oxidizer. Welder STANDARD LABOR RATE	HR	\$47.00
108	Regenerative Thermal Oxidizer: Overtime / EMERGENCY Repair	HR	\$75.00
109	Regenerative Thermal Oxidizer. Field technician STANDARD LABOR RATE (factory tech)	HR	\$140.00
110	Regenerative Thermal Oxidizer. Field Coordinator	HR	\$85.00
111	Centrifuges: Transport rotating assembly unit to Contractor's facility.	EA	\$250.00
112	Centrifuges: Disconnect Conveyor Unit, cable and associated piping, etc., remove unit from its foundation.	EA	\$2,000.00
113	Centrifuges: Install Conveyor Unit, connect its cable and associated piping etc. and perform tHRe test run.	EA	\$2,000.00
114	Cyclone: Cyclone Gas Duct maintenance repair / replacement as requested, (Cyclone 69th St.)	EA	\$200.00
115	Furnace; Installation of scaffolding for burner inspection & Work (per O&M manual). Provide a written inspection report (69th St.)	EA	\$5,800.00
116	Centrifuges; Transport/Return Conveyor assembly unit to City Facility	EA	\$250.00

Year Two / Group 2 Additional Services / Mark-Up Percentage Over Original Invoice

1	Crane Rigging (Mark-up of sub-contractors Original Invoice) Based on \$20,000.00	12%	\$22,400.00
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2	Parts & Materials (Original Invoice) Based on \$550,000.00	12%	\$616,000.00
3	Additional Services / Sub-contractors Original Invoice Based on \$110,000.00	12%	\$123,200.00
4	Scaffolding Rentals (Original Invoice) Based on \$10,000.00	12%	\$11,200.00
Year Three Services			
1	Centrifuges Disconnect rotating assembly unit cable and associated piping etc remove unit from its foundation	EA	\$1,600.00
2	Centrifuges Transport conveyor assembly to Contractors Facility	EA	\$150.00
3	Centrifuges Transport/Return rotating assembly unit to City facility	EA	\$450.00
4	Centrifuges Install rotating assembly unit connect its cable and associated piping etc and perform the test run	EA	\$1,800.00
5	Centrifuges Field STANDARD LABOR RATE (factory technician)	HR	\$129.00
6	Centrifuges Shop STANDARD LABOR RATE	HR	\$129.00
7	Centrifuges Disassembly inspection and report cost for rotating assembly	EA	\$4,500.00
8	Centrifuges Disassembly inspection and report cost for conveyor	EA	\$2,500.00
9	Instrumentation and Control System Instrument Technician STANDARD LABOR RATE	HR	\$123.00
10	Instrumentation and Control System Control system/ Programming Services / STANDARD LABOR RATE	HR	\$123.00
11	Instrumentation and Control System Overtime/ Emergency Repair (Instrument Technician)	HR	\$156.00
12	Instrumentation and Control System Overtime/ EMERGENCY Repair / Programming Services	HR	\$156.00
13	Instrumentation and Control System Field Coordinator	HR	\$123.00
14	General Equipment Inboard and outboard bearing sets Change Out for Vapor Fans (69 St labor only)	EA	\$2,600.00
15	General Equipment Inboard and outboard bearing sets Change Out for ID Fans (69 St labor only)	EA	\$2,600.00
16	General Equipment Inboard and outboard bearing sets Change Out for Scrubber Fans (69 St labor only)	EA	\$2,600.00
17	General Equipment Inboard and outboard bearing sets Change Out for System Fans (69 St labor only)	EA	\$2,600.00
18	General Equipment Inboard and outboard bearing sets Change Out for Combustion Air Fans (69 St labor only)	EA	\$2,600.00
19	General Equipment Inboard and outboard bearing sets Change Out for Vapor Fans (Almeda Sims labor only)	EA	\$500.00
20	General Equipment Inboard and outboard bearing sets Change Out for ID Fans (Almeda Sims labor only)	EA	\$2,600.00
21	General Equipment Inboard and outboard bearing sets Change Out for Combustion Air Fans (Almeda Sims labor only)	EA	\$500.00

22	General Equipment 69 St Vapor Fans Balancing	EA	\$1,500.00
23	General Equipment 69 St ID Fans Balancing	EA	\$1,500.00
24	General Equipment 69 St System Fans Balancing	EA	\$1,500.00
25	General Equipment 69 St Combustion Air Fans Balancing	EA	\$1,500.00
26	General Equipment Almeda Sims ID Fans Balancing	EA	\$1,500.00
27	General Equipment Almeda Sims Combustion Air Fans Balancing	EA	\$1,500.00
28	General Equipment 69 St Vapor fan cleaning and inspection per O&M manual	EA	\$1,500.00
29	General Equipment Almeda Sims vapor fan cleaning and inspection per O&M manual	EA	\$500.00
30	General Equipment Field STANDARD LABOR RATE for factory technicians	HR	\$120.00
31	General Equipment Shop STANDARD LABOR RATE for Electrical	HR	\$75.00
32	General Equipment Shop STANDARD LABOR RATE for Mechanical	HR	\$75.00
33	General Equipment Shop STANDARD LABOR RATE for Machining	HR	\$75.00
34	General Equipment Overtime /EMERGENCY Repair	HR	\$75.00
35	General Equipment Field Coordinator	HR	\$85.00
36	Furnace Equipment Installation of scaffolding for firebox inspection & Work (per O&M manual) Provide a written inspection report (69 St)	EA	\$9,200.00
37	Furnace Equipment Burner ring refractory tile replacement (69th St)	EA	\$4,800.00
38	Furnace Equipment Burner ring refractory tile replacement (Almeda Sims)	EA	\$4,800.00
39	Furnace Equipment Insulation Material : Fibratec pumpable ceramic fiber material	EA	\$5.00
40	Furnace Equipment Steel repair to the shell and interior sections	FT2	\$105.00
41	Furnace Equipment Field Refractory STANDARD LABOR RATE	HR	\$42.00
42	Furnace Equipment Field Welding STANDARD LABOR RATE	HR	\$47.00
43	Furnace Equipment Overtime /EMERGENCY Repair	HR	\$75.00
44	Furnace Equipment Field Coordinator	HR	\$85.00
45	Scrubber System and Core-Pak Heat Exchanger Cleaning of core-Pak Heat Exchanger Tubs inspection per O&M manual	EA	\$5,200.00
46	Scrubber System and Core-Pak Heat Exchanger Cleaning of the Scrubber System per O&M manual	EA	\$4,100.00
47	Scrubber System and Core-Pak Heat Exchanger Core-Pak tubes replacement at factory (620 tubes/unit)	EA	\$75,000.00
48	Scrubber System and Core-Pak Heat Exchanger Field STANDARD LABOR RATE	HR	\$42.00

49	Scrubber System and Core-Pak Heat Exchanger Overtime /EMERGENCY Repair	HR	\$75.00
50	Scrubber System and Core-Pak Heat Exchanger Field Coordinator	HR	\$85.00
51	Mixer and Cage Mill STANDARD LABOR for welding	HR	\$47.00
52	Mixer and Cage Mill STANDARD LABOR RATE for Mechanical	HR	\$42.00
53	Mixer and Cage Mill Disassembly inspection and report Cost for the Cage Mill (69 St)	EA	\$600.00
54	Mixer and Cage Mill Overtime / EMERGENCY Repair	HR	\$75.00
55	Mixer and Cage Mill Castable Refractory Lining Repair	EA	\$103.00
56	Mixer and Cage Mill Field Coordinator	H	\$85.00
57	Cyclones Gas Duct maintenance, repair/replacement as requested Scaffolding Services to perform inspection or Repair Services (Cyclone 69 St)	EA	\$16,900.00
58	Cyclones Gas Duct maintenance, repair/replacement as requested Castable Refractory Lining Repair	EA	\$103.00
59	Cyclones Gas Duct maintenance, repair/replacement as requested Field STANDARD LABOR RATE	HR	\$42.00
60	Cyclones Gas Duct maintenance, repair/replacement as requested Field STANDARD LABOR RATE for Welding	HR	\$47.00
61	Cyclones Gas Duct maintenance, repair/replacement as requested Overtime /EMERGENCY Repair	HR	\$75.00
62	Cyclones Gas maintenance, Duct repair/replacement as requested Field Coordinator	HR	\$85.00
63	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Combustion Air Pre-Heater Tube Cleaning (per O&M manual) Removal of ash and other deposits disposal of the deposits in City dumpsters (69 St)	EA	\$7,900.00
64	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Deodorizer Tube Cleaning (per O&M manual) Include removal of ash and other deposits from tubes and disposal (69 St)	EA	\$5,900.00
65	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Inspection/testing of combustion Air Pre-Heater tubes and preparation of inspection report (69 St)	EA	\$5,100.00
66	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Inspection/testing of Deodorizer tubes and preparation of inspection report (69 St)	EA	\$3,800.00
67	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Plugging of deodorizer tubes	EA	\$88.00
68	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Deodorizer Tube Replacement for 25 tubes or less. (69 St)	EA	\$230.00
69	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Combustion Air Preheater Deodorizer and Core-Pak Tube Field STANDARD LABOR RATE	HR	\$42.00
70	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Combustion Air Pre-Heater Tube replacement for 25 tubes or less (69 St).	EA	\$230.00

71	Combustion Air Preheater Deodorizer and Core-Pak Tube Overtime/EMERGENCY Repair	HR	\$75.00
72	Combustion Air Preheater Deodorizer and Core-Pak Tube Field Coordinator	HR	\$85.00
73	Fire Suppression System repair/replacement as requested Inspection / testing and certification of fire fog system per O&M manual requirement (69 St)	EA	\$2,600.00
74	Fire Suppression System repair/replacement as requested Field STANDARD LABOR RATE	HR	\$47.00
75	Fire Suppression System repair/replacement as requested Overtime / EMERGENCY Repair	HR	\$75.00
76	Fire Suppression System repair/replacement as requested Field Coordinator	HR	\$90.00
77	Drag Chair Conveyors and Product Transport System repair/replacement as requested Field STANDARD LABOR RATE	HR	\$42.00
78	Drag Chair Conveyors and Product Transport System repair/replacement as requested Welder STANDARD LABOR RATE	HR	\$47.00
79	Drag Chair Conveyors and Product Transport System repair/replacement as requested Overtime / EMERGENCY Repair	HR	\$75.00
80	Drag Chair Conveyors and Product Transport System repair/replacement as requested Field Coordinator	HR	\$85.00
81	Administrative Overhead Cost of Performance & Maintenance Bonds	YR	\$30,000.00
82	Administrative Overhead Clerical Administrative Costs(Fee to include all clerical overhead related to contract maintenance insurance payroll and other administrative functions)	MON	\$5,400.00
83	Centrifuges: Welder STANDARD LABOR RATE	HR	\$47.00
84	Centrifuges: Field STANDARD LABOR RATE	HR	\$42.00
85	Centrifuges: Field Coordinator STANDARD LABOR RATE	HR	\$65.00
86	General Equipment: Inboard and outboard bearing sets Change Out for Venturi Air Fans (Almeda Sims, labor only)	EA	\$500.00
87	General Equipment: Pillow block bearing sets Change Out for DDS (Almeda Sims, labor only)	EA	\$2,500.00
88	Furnace Equipment: Cleaning of the furnace (per O &M manual). Provide a written inspection report.(Almeda Sims)	EA	\$1,500.00
89	Scrubber System and Core-Pak Heat Exchanger: Cleaning Condenser impingement trays per O&M manual (Almeda Sims)	EA	\$1,000.00
90	Mixer and Cage Mill: Cleaning, inspection and report Cost for the Mixer (Almeda Sims)	EA	\$1,700.00
91	Mixer and Cage Mill: Field Technician STANDARD LABOR RATE (factory Tech)	HR	\$150.00
92	Mixer and Cage Mill: Shop STANDARD LABOR RATE for Mechanical	HR	\$85.00
93	Mixer and Cage Mill: Shop STANDARD LABOR RATE for Machining	HR	\$85.00
94	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Deodorizer Tube Replacement for 26 tubes or more (69th St.)	EA	\$185.00

95	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Plugging of Pre-Heater tube (69th St.	EA	\$88.00
96	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Fugitive Dust system bag replacement per bag (Almeda Sims)	EA	\$150.00
97	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Fugitive Dust system bag replacement of 5 bags or more (Almeda Sims)	EA	\$125.00
98	Drag Chair Conveyors and Product Transport System repair/replacement as requested. Disassembly, inspection and report for the screw conveyers	EA	\$500.00
99	Drag Chair Conveyors and Product Transport System repair/replacement as requested. Replacement of HDPE screw conveyor liners per 4-ft section (Almeda Sims)	EA	\$250.00
100	Drag Chair Conveyors and Product Transport System repair/replacement as requested. Field technician STANDARD LABOR RATE (factory tech)	HR	\$129.00
101	Proportional Feed System. Field STANDARD LABOR RATE	HR	\$42.00
102	Proportional Feed System. Welder STANDARD LABOR RATE	HR	\$47.00
103	Proportional Feed System. Overtime / EMERGENCY Repair	HR	\$75.00
104	Proportional Feed System. Field technician STANDARD LABOR RATE (factory tech)	HR	\$150.00
105	Proportional Feed System. Field Coordinator	HR	\$85.00
106	Regenerative Thermal Oxidizer. Field STANDARD LABOR RATE	HR	\$42.00
107	Regenerative Thermal Oxidizer. Welder STANDARD LABOR RATE	HR	\$47.00
108	Regenerative Thermal Oxidizer: Overtime / EMERGENCY Repair	HR	\$75.00
109	Regenerative Thermal Oxidizer. Field technician STANDARD LABOR RATE (factory tech)	HR	\$150.00
110	Regenerative Thermal Oxidizer. Field Coordinator	HR	\$85.00
111	Centrifuges: Transport rotating assembly unit to Contractor's facility.	EA	\$250.00
112	Centrifuges: Disconnect Conveyor Unit, cable and associated piping, etc., remove unit from its foundation	EA	\$2,000.00
113	Centrifuges: Install Conveyor Unit, cable and associated piping, etc. and perform the test run.	EA	\$2,000.00
114	Cyclone: Cyclone Gas Duct maintenance repair / replacement as requested, (Cyclone 69th St.)	EA	\$200.00
115	Furnace; Installation of scaffolding for burner inspection & Work (per O&M manual). Provide a written inspection report (69th St.)	EA	\$6,200.00
116	Centrifuges; Transport/Return Conveyor assembly unit to City Facility.	EA	\$250.00

Year Three / Group 2 Additional Services /Mark-Up Percentage Over Original Invoice

1	Crane Rigging (Mark-up of sub-contractors Original Invoice) Based on \$20,000.00	12%	\$22,400.00
2	Parts & Materials (Original Invoice)	12%	\$616,000.00

	Based on \$550,000.00		
3	Additional Services / Sub-contractors Original Invoice Based on \$110,000.00	12%	\$123,200.00
4	Scaffolding Rentals (Original Invoice) Based on \$10,000.00	12%	\$11,200.00
Year Four / 1st Option Year Services			
1	Centrifuges Disconnect rotating assembly unit cable and associated piping etc remove unit from its foundation	EA	\$1,700.00
2	Centrifuges Transport conveyor assembly to Contractors Facility	EA	\$150.00
3	Centrifuges Transport/Return rotating assembly unit to City facility	EA	\$450.00
4	Centrifuges Install rotating assembly unit connect its cable and associated piping etc and perform the test run	EA	\$1,900.00
5	Centrifuges Field STANDARD LABOR RATE (factory technician)	HR	\$129.00
6	Centrifuges Shop STANDARD LABOR RATE	HR	\$129.00
7	Centrifuges Disassembly inspection and report cost for rotating assembly	EA	\$4,500.00
8	Centrifuges Disassembly inspection and report cost for conveyor	EA	\$2,500.00
9	Instrumentation and Control System Instrument Technician STANDARD LABOR RATE	HR	\$125.00
10	Instrumentation and Control System Control system/ Programming Services STANDARD LABOR RATE	HR	\$125.00
11	Instrumentation and Control System Overtime/ Emergency Repair (Instrument Technician)	HR	\$158.00
12	Instrumentation and Control System Overtime/ EMERGENCY Repair / Programming Services	HR	\$158.00
13	Instrumentation and Control System Field Coordinator	HR	\$125.00
14	General Equipment Inboard and outboard bearing sets Change Out for Vapor Fans (69 St labor only)	EA	\$2,800.00
15	General Equipment Inboard and outboard bearing sets Change Out for ID Fans (69 St labor only)	EA	\$2,800.00
16	General Equipment Inboard and outboard bearing sets Change Out for Scrubber Fans (69 St labor only)	EA	\$2,600.00
17	General Equipment Inboard and outboard bearing sets Change Out for System Fans (69 St labor only)	EA	\$2,800.00
18	General Equipment Inboard and outboard bearing sets Change Out for Combustion Air Fans (69 St labor only)	EA	\$2,600.00
19	General Equipment Inboard and outboard bearing sets Change Out for Vapor Fans (Almeda Sims labor only)	EA	\$500.00
20	General Equipment Inboard and outboard bearing sets Change Out for ID Fans (Almeda Sims labor only)	EA	\$2,800.00
21	General Equipment Inboard and outboard bearing sets Change Out for Combustion Air Fans (Almeda Sims labor only)	EA	\$500.00
22	General Equipment 69 St Vapor Fans Balancing	EA	\$1,600.00

23	General Equipment 69 St ID Fans Balancing	EA	\$1,600.00
24	General Equipment 69 St System Fans Balancing	EA	\$1,600.00
25	General Equipment 69 St Combustion Air Fans Balancing	EA	\$1,600.00
26	General Equipment Almeda Sims ID Fans Balancing	EA	\$1,600.00
27	General Equipment Almeda Sims Combustion Air Fans Balancing	EA	\$1,600.00
28	General Equipment 69 St Vapor fan cleaning and inspection per O&M manual	EA	\$1,600.00
29	General Equipment Almeda Sims vapor fan cleaning and inspection per O&M manual	EA	\$500.00
30	General Equipment Field STANDARD LABOR RATE for factory technicians	HR	\$120.00
31	General Equipment Shop STANDARD LABOR RATE for Electrical	HR	\$75.00
32	General Equipment Shop STANDARD LABOR RATE for Mechanical	HR	\$75.00
33	General Equipment Shop STANDARD LABOR RATE for Machining	HR	\$75.00
34	General Equipment Overtime /EMERGENCY Repair	HR	\$75.00
35	General Equipment Field Coordinator	HR	\$85.00
36	Furnace Equipment Installation of scaffolding for firebox inspection & Work (per O&M manual) Provide a written inspection report (69 St)	EA	\$9,200.00
37	Furnace Equipment Burner ring refractory tile replacement (69th St)	EA	\$4,800.00
38	Furnace Equipment Burner ring refractory tile replacement (Almeda Sims)	EA	\$4,800.00
39	Furnace Equipment Insulation Material : Fibratec pumpable ceramic fiber material	EA	\$5.00
40	Furnace Equipment Steel repair to the shell and interior sections	FT2	\$105.00
41	Furnace Equipment Field Refractory STANDARD LABOR RATE	HR	\$43.00
42	Furnace Equipment Field Welding STANDARD LABOR RATE	HR	\$47.00
43	Furnace Equipment Overtime /EMERGENCY Repair	HR	\$75.00
44	Furnace Equipment Field Coordinator	HR	\$85.00
45	Scrubber System and Core-Pak Heat Exchanger Cleaning of core-Pak Heat Exchanger Tubs inspection per O&M manual	EA	\$5,300.00
46	Scrubber System and Core-Pak Heat Exchanger Cleaning of the Scrubber System per O&M manual	EA	\$4,200.00
47	Scrubber System and Core-Pak Heat Exchanger Core-Pak tubes replacement at factory (620 tubes/unit)	EA	\$75,000.00
48	Scrubber System and Core-Pak Heat Exchanger Field STANDARD LABOR RATE	HR	\$44.00
49	Scrubber System and Core-Pak Heat Exchanger Overtime /EMERGENCY Repair	HR	\$80.00

50	Scrubber System and Core-Pak Heat Exchanger Field Coordinator	HR	\$85.00
51	Mixer and Cage Mill STANDARD LABOR for welding	HR	\$47.00
52	Mixer and Cage Mill STANDARD LABOR RATE for Mechanical	HR	\$44.00
53	Mixer and Cage Mill Disassembly inspection and report Cost for the Cage Mill (69 St)	EA	\$600.00
54	Mixer and Cage Mill Overtime / EMERGENCY Repair	HR	\$80.00
55	Mixer and Cage Mill Castable Refractory Lining Repair	EA	\$103.00
56	Mixer and Cage Mill Field Coordinator	HR	\$85.00
57	Cyclones Gas Duct maintenance, repair/replacement as requested Scaffolding Services to perform inspection or Repair Services (Cyclone 69 St)	EA	\$16,900.00
58	Cyclones Gas Duct maintenance, repair/replacement as requested Castable Refractory Lining Repair	EA	\$103.00
59	Cyclones Gas Duct maintenance, repair/replacement as requested Field STANDARD LABOR RATE	HR	\$44.00
60	Cyclones Gas Duct maintenance, repair/replacement as requested Field STANDARD LABOR RATE for Welding	HR	\$47.00
61	Cyclones Gas Duct maintenance, repair/replacement as requested Overtime /EMERGENCY Repair	HR	\$80.00
62	Cyclones Gas maintenance, Duct repair/replacement as requested Field Coordinator	HR	\$85.00
63	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Combustion Air Pre-Heater Tube Cleaning (per O&M manual) Removal of ash and other deposits disposal of the deposits in City dumpsters (69 St)	EA	\$7,900.00
64	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Deodorizer Tube Cleaning (per O&M manual) Include removal of ash and other deposits from tubes and disposal (69 St)	EA	\$5,900.00
65	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Inspection/testing of combustion Air Pre-Heater tubes and preparation of inspection report (69 St)	EA	\$5,100.00
66	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Inspection/testing of Deodorizer tubes and preparation of inspection report (69 St)	EA	\$3,800.00
67	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Plugging of deodorizer tubes	EA	\$88.00
68	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Deodorizer Tube Replacement for 25 tubes or less. (69 St)	EA	\$230.00
69	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Combustion Air Preheater Deodorizer and Core-Pak Tube Field STANDARD LABOR RATE	HR	\$44.00
70	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Combustion Air Pre-Heater Tube replacement for 25 tubes or less (69 St).	EA	\$230.00
71	Combustion Air Preheater Deodorizer and Core-Pak Tube Overtime/EMERGENCY Repair	HR	\$80.00
72	Combustion Air Preheater Deodorizer and Core-Pak Tube Field Coordinator	HR	\$85.00

73	Fire Suppression System repair/replacement as requested Inspection / testing and certification of fire fog system per O&M manual requirement (69 St)	EA	\$2,600.00
74	Fire Suppression System repair/replacement as requested Field STANDARD LABOR RATE	HR	\$47.00
75	Fire Suppression System repair/replacement as requested Overtime / EMERGENCY Repair	HR	\$80.00
76	Fire Suppression System repair/replacement as requested Field Coordinator	HR	\$90.00
77	Drag Chair Conveyors and Product Transport System repair/replacement as requested Field STANDARD LABOR RATE	HR	\$44.00
78	Drag Chair Conveyors and Product Transport System repair/replacement as requested Welder STANDARD LABOR RATE	HR	\$47.00
79	Drag Chair Conveyors and Product Transport System repair/replacement as requested Overtime / EMERGENCY Repair	HR	\$80.00
80	Drag Chair Conveyors and Product Transport System repair/replacement as requested Field Coordinator	HR	\$85.00
81	Administrative Overhead Cost of Performance & Maintenance Bonds	YR	\$30,000.00
82	Administrative Overhead Clerical Administrative Costs(Fee to include all clerical overhead related to contract maintenance insurance payroll and other administrative functions)	MON	\$5,500.00
83	Centrifuges: Welder STANDARD LABOR RATE	HR	\$47.00
84	Centrifuges: Field STANDARD LABOR RATE	HR	\$44.00
85	Centrifuges: Field Coordinator STANDARD LABOR RATE	HR	\$70.00
86	General Equipment: Inboard and outboard bearing sets Change Out for Venturi Air Fans (Almeda Sims, labor only)	EA	\$500.00
87	General Equipment: Pillow block bearing sets Change Out for DDS (Almeda Sims, labor only)	EA	\$2,800.00
88	Furnace Equipment: Cleaning of the furnace (per O &M manual). Provide a written inspection report.(Almeda Sims)	EA	\$1,500.00
89	Scrubber System and Core-Pak Heat Exchanger: Cleaning Condenser impingement trays per O&M manual (Almeda Sims)	EA	\$1,000.00
90	Mixer and Cage Mill: Cleaning, inspection and report Cost for the Mixer (Almeda Sims)	EA	\$1,700.00
91	Mixer and Cage Mill: Field Technician STANDARD LABOR RATE (factory Tech)	HR	\$150.00
92	Mixer and Cage Mill: Shop STANDARD LABOR RATE for MechRanical	HR	\$85.00
93	Mixer and Cage Mill: Shop STANDARD LABOR RATE for Machining	HR	\$85.00
94	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Deodorizer Tube Replacement for 26 tubes or more (69th St.)	EA	\$185.00
95	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Plugging of Pre-Heater tube (69th St.	EA	\$88.00
96	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Fugitive Dust system bag replacement per bag (Almeda Sims)	EA	\$150.00
97	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Fugitive Dust system bag replacement of 5 bags or more (Almeda Sims)	EA	\$125.00

98	Drag Chair Conveyors and Product Transport System repair/replacement as requested. Disassembly, inspection and report for the screw conveyers	EA	\$500.00
99	Drag Chair Conveyors and Product Transport System repair/replacement as requested. Replacement of HDPE screw conveyor liners per 4-ft section (Almeda Sims)	EA	\$250.00
100	Drag Chair Conveyors and Product Transport System repair/replacement as requested. Field technician STANDARD LABOR RATE (factory tech)	HR	\$129.00
101	Proportional Feed System. Field STANDARD LABOR RATE	HR	\$44.00
102	Proportional Feed System. Welder STANDARD LABOR RATE	HR	\$47.00
103	Proportional Feed System. Overtime / EMERGENCY Repair	HR	\$80.00
104	Proportional Feed System. Field technician STANDARD LABOR RATE (factory tech)	HR	\$150.00
105	Proportional Feed System. Field Coordinator	HR	\$85.00
106	Regenerative Thermal Oxidizer. Field STANDARD LABOR RATE	HR	\$44.00
107	Regenerative Thermal Oxidizer. Welder STANDARD LABOR RATE	HR	\$47.00
108	Regenerative Thermal Oxidizer: Overtime / EMERGENCY Repair	HR	\$80.00
109	Regenerative Thermal Oxidizer. Field technician STANDARD LABOR RATE (factory tech)	HR	\$150.00
110	Regenerative Thermal Oxidizer. Field Coordinator	HR	\$85.00
111	Centrifuges: Transport rotating assembly unit to Contractor's facility	EA	\$250.00
112	Centrifuges: Disconnect Conveyor Unit, cable and associated piping, etc., remove unit from its foundation	EA	\$2,000.00
113	Centrifuges: Install Conveyor Unit, connect its cable and associated piping, etc. and perform the test run.	EA	\$2,000.00
114	Cyclone: Cyclone Gas Duct maintenance repair / replacement as requested, (Cyclone 69th St.)	EA	\$200.00
115	Furnace; Installation of scaffolding for burner inspection & Work (per O&M manual). Provide a written inspection report (69th St.)	EA	\$6,200.00
116	Centrifuges; Transport/Return Conveyor assembly unit to City Facility	EA	\$250.00

Year Four - Option Year One / Group 2 Additional Services/Mark-Up % Over Invoice

1	Crane Rigging (Mark-up of sub-contractors Original Invoice) Based On \$20,000.00	12%	\$22,400.00
2	Parts & Materials (Original Invoice) Based On \$550,000.00	12%	\$616,000.00
3	Additional Services / Sub-contractors Original Invoice Based On \$110,000.00	12%	\$123,200.00
4	Scaffolding Rentals (Original Invoice) Based On \$10,000.00	12%	\$11,200.00

Year Five / 2nd Option Year Services

1	Centrifuges Disconnect rotating assembly unit cable and associated piping etc remove unit from its foundation	EA	\$1,800.00
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2	Centrifuges Transport conveyor assembly to Contractors Facility	EA	\$150.00
3	Centrifuges Transport/Return rotating assembly unit to City facility	EA	\$450.00
4	Centrifuges Install rotating assembly unit connect its cable and associated piping etc and perform the test run	EA	\$1,900.00
5	Centrifuges Field STANDARD LABOR RATE (factory technician)	HR	\$129.00
6	Centrifuges Shop STANDARD LABOR RATE	HR	\$129.00
7	Centrifuges Disassembly inspection and report cost for rotating assembly	EA	\$4,500.00
8	Centrifuges Disassembly inspection and report cost for conveyor	EA	\$2,500.00
9	Instrumentation and Control System Instrument Technician STANDARD LABOR RATE	HR	\$127.00
10	Instrumentation and Control System Control system/ Programming / STANDARD LABOR RATE	HR	\$127.00
11	Instrumentation and Control System Overtime/ Emergency Repair (Instrument Technician)	HR	\$160.00
12	Instrumentation and Control System Overtime/ EMERGENCY Repair / Programming Services	HR	\$160.00
13	Instrumentation and Control System Field Coordinator	HR	\$127.00
14	General Equipment Inboard and outboard bearing sets Change Out for Vapor Fans (69 St labor only)	EA	\$2,800.00
15	General Equipment Inboard and outboard bearing sets Change Out for ID Fans (69 St labor only)	EA	\$2,800.00
16	General Equipment Inboard and outboard bearing sets Change Out for Scrubber Fans (69 St labor only)	EA	\$2,700.00
17	General Equipment Inboard and outboard bearing sets Change Out for System Fans (69 St labor only)	EA	\$2,800.00
18	General Equipment Inboard and outboard bearing sets Change Out for Combustion Air Fans (69 St labor only)	EA	\$2,700.00
19	General Equipment Inboard and outboard bearing sets Change Out for Vapor Fans (Almeda Sims labor only)	EA	\$500.00
20	General Equipment Inboard and outboard bearing sets Change Out for ID Fans (Almeda Sims labor only)	EA	\$2,800.00
21	General Equipment Inboard and outboard bearing sets Change Out for Combustion Air Fans (Almeda Sims labor only)	EA	\$500.00
22	General Equipment 69 St Vapor Fans Balancing	EA	\$1,600.00
23	General Equipment 69 St ID Fans Balancing	EA	\$1,600.00
24	General Equipment 69 St System Fans Balancing	EA	\$1,600.00
25	General Equipment 69 St Combustion Air Fans Balancing	EA	\$1,600.00
26	General Equipment Almeda Sims ID Fans Balancing	EA	\$1,600.00
27	General Equipment Almeda Sims Combustion Air Fans Balancing	EA	\$1,600.00

28	General Equipment 69 St Vapor fan cleaning and inspection per O&M manual	EA	\$1,600.00
29	General Equipment Almeda Sims vapor fan cleaning and inspection per O&M manual	EA	\$500.00
30	General Equipment Field STANDARD LABOR RATE for factory technicians	HR	\$120.00
31	General Equipment Shop STANDARD LABOR RATE for Electrical	HR	\$75.00
32	General Equipment Shop STANDARD LABOR RATE for Mechanical	HR	\$75.00
33	General Equipment Shop STANDARD LABOR RATE for Machining	HR	\$85.00
34	General Equipment Overtime /EMERGENCY Repair	HR	\$75.00
35	General Equipment Field Coordinator	HR	\$85.00
36	Furnace Equipment Installation of scaffolding for firebox inspection & Work (per O&M manual) Provide a written inspection report (69 St)	EA	\$9,680.00
37	Furnace Equipment Burner ring refractory tile replacement (69th St)	EA	\$5,000.00
38	Furnace Equipment Burner ring refractory tile replacement (Almeda Sims)	EA	\$5,000.00
39	Furnace Equipment Insulation Material : Fibratex pumpable ceramic fiber material	EA	\$5.00
40	Furnace Equipment Steel repair to the shell and interior sections	FT2	\$109.00
41	Furnace Equipment Field Refractory STANDARD LABOR RATE	HR	\$44.00
42	Furnace Equipment Field Welding STANDARD LABOR RATE	HR	\$49.00
43	Furnace Equipment Overtime /EMERGENCY Repair	HR	\$75.00
44	Furnace Equipment Field Coordinator	HR	\$85.00
45	Scrubber System and Core-Pak Heat Exchanger Cleaning of core-Pak Heat Exchanger Tubs inspection per O&M manual	EA	\$5,500.00
46	Scrubber System and Core-Pak Heat Exchanger Cleaning of the Scrubber System per O&M manual	EA	\$4,300.00
47	Scrubber System and Core-Pak Heat Exchanger Core-Pak tubes replacement at factory (620 tubes/unit)	EA	\$75,000.00
48	Scrubber System and Core-Pak Heat Exchanger Field STANDARD LABOR RATE	HR	\$44.00
49	Scrubber System and Core-Pak Heat Exchanger Overtime /EMERGENCY Repair	HR	\$80.00
50	Scrubber System and Core-Pak Heat Exchanger Field Coordinator	HR	\$85.00
51	Mixer and Cage Mill STANDARD LABOR for welding	HR	\$49.00
52	Mixer and Cage Mill STANDARD LABOR RATE for Mechanical	HR	\$44.00
53	Mixer and Cage Mill Disassembly inspection and report Cost for tHRe Cage Mill (69 St)	EA	\$600.00

54	Mixer and Cage Mill Overtime / EMERGENCY Repair	HR	\$80.00
55	Mixer and Cage Mill Castable Refractory Lining Repair	EA	\$108.00
56	Mixer and Cage Mill Field Coordinator	HR	\$85.00
57	Cyclones Gas Duct maintenance, repair/replacement as requested Scaffolding Services to perform inspection or Repair Services (Cyclone 69 St)	EA	\$17,300.00
58	Cyclones Gas Duct maintenance, repair/replacement as requested Castable Refractory Lining Repair	EA	\$108.00
59	Cyclones Gas Duct maintenance, repair/replacement as requested Field STANDARD LABOR RATE	HR	\$44.00
60	Cyclones Gas Duct maintenance, repair/replacement as requested Field STANDARD LABOR RATE for Welding	HR	\$49.00
61	Cyclones Gas Duct maintenance, repair/replacement as requested Overtime /EMERGENCY Repair	HR	\$80.00
62	Cyclones Gas maintenance, Duct repair/replacement as requested Field Coordinator	HR	\$85.00
63	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Combustion Air Pre-Heater Tube Cleaning (per O&M manual) Removal of ash and other deposits disposal of the deposits in City dumpsters (69 St)	EA	\$8,200.00
64	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Deodorizer Tube Cleaning (per O&M manual) Include removal of ash and other deposits from tubes and disposal (69 St)	EA	\$6,000.00
65	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Inspection/testing of combustion Air Pre-Heater tubes and preparation of inspection report (69 St)	EA	\$5,200.00
66	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Inspection/testing of Deodorizer tubes and preparation of inspection report (69 St)	EA	\$4,100.00
67	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Plugging of deodorizer tubes	EA	\$92.00
68	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Deodorizer Tube Replacement for 25 tubes or less. (69 St)	EA	\$240.00
69	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Combustion Air Preheater Deodorizer and Core-Pak Tube Field STANDARD LABOR RATE	HR	\$44.00
70	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Combustion Air Pre-Heater Tube replacement for 25 tubes or less (69 St).	EA	\$240.00
71	Combustion Air Preheater Deodorizer and Core-Pak Tube Overtime/EMERGENCY Repair	HR	\$80.00
72	Combustion Air Preheater Deodorizer and Core-Pak Tube Field Coordinator	HR	\$85.00
73	Fire Suppression System repair/replacement as requested Inspection / testing and certification of fire fog system per O&M manual requirement (69 St)	EA	\$2,800.00
74	Fire Suppression System repair/replacement as requested Field STANDARD LABOR RATE	HR	\$47.00

75	Fire Suppression System repair/replacement as requested Overtime / EMERGENCY Repair	HR	\$80.00
76	Fire Suppression System repair/replacement as requested Field Coordinator	HR	\$90.00
77	Drag Chair Conveyors and Product Transport System repair/replacement as requested Field STANDARD LABOR RATE	HR	\$44.00
78	Drag Chair Conveyors and Product Transport System repair/replacement as requested Welder STANDARD LABOR RATE	HR	\$49.00
79	Drag Chair Conveyors and Product Transport System repair/replacement as requested Overtime / EMERGENCY Repair	HR	\$80.00
80	Drag Chair Conveyors and Product Transport System repair/replacement as requested Field Coordinator	HR	\$85.00
81	Administrative Overhead Cost of Performance & Maintenance Bonds	YR	\$30,500.00
82	Administrative Overhead Clerical Administrative Costs(Fee to include all clerical overhead related to contract maintenance insurance payroll and other administrative functions)	MON	\$5,500.00
83	Centrifuges: Welder STANDARD LABOR RATE	HR	\$49.00
84	Centrifuges: Field STANDARD LABOR RATE	HR	\$44.00
85	Centrifuges: Field Coordinator STANDARD LABOR RATE	HR	\$70.00
86	General Equipment: Inboard and outboard bearing sets Change Out for Venturi Air Fans (Almeda Sims, labor only)	EA	\$500.00
87	General Equipment: Pillow block bearing sets Change Out for DDS (Almeda Sims, labor only)	EA	\$2,800.00
88	Furnace Equipment: Cleaning of the furnace (per O &M manual). Provide a written inspection report.(Almeda Sims)	EA	\$1,500.00
89	Scrubber System and Core-Pak Heat Exchanger: Cleaning Condenser impingement trays per O&M manual (Almeda Sims)	EA	\$1,000.00
90	Mixer and Cage Mill: Cleaning, inspection and report Cost for the Mixer (Almeda Sims)	EA	\$1,700.00
91	Mixer and Cage Mill: Field Technician STANDARD LABOR RATE (factory Tech)	HR	\$150.00
92	Mixer and Cage Mill: Shop STANDARD LABOR RATE for Mechanical	HR	\$85.00
93	Mixer and Cage Mill: Shop STANDARD LABOR RATE for Machining	HR	\$85.00
94	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Deodorizer Tube Replacement for 26 tubes or more (69th St.)	EA	\$185.00
95	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Plugging of Pre-Heater tube (69th St.)	EA	\$92.00
96	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Fugitive Dust system bag replacement per bag (Almeda Sims)	EA	\$155.00
97	Combustion Air Preheater, Deodorizer, and Core-Pak Tube: Fugitive Dust system bag replacement of 5 bags or more (Almeda Sims)	EA	\$130.00
98	Drag Chair Conveyors and Product Transport System repair/replacement as requested. Disassembly, inspection and report for the screw conveyers	EA	\$500.00

99	Drag Chair Conveyors and Product Transport System repair/replacement as requested. Replacement of HDPE screw conveyer liners per 4-ft section (Almeda Sims)	EA	\$250.00
100	Drag Chair Conveyors and Product Transport System repair/replacement as requested. Field technician STANDARD LABOR RATE (factory tech)	HR	\$129.00
101	Proportional Feed System. Field STANDARD LABOR RATE	HR	\$44.00
102	Proportional Feed System. Welder STANDARD LABOR RATE	HR	\$49.00
103	Proportional Feed System. Overtime / EMERGENCY Repair	HR	\$80.00
104	Proportional Feed System. Field technician STANDARD LABOR RATE (factory tech)	HR	\$150.00
105	Proportional Feed System. Field Coordinator	HR	\$85.00
106	Regenerative Thermal Oxidizer. Field STANDARD LABOR RATE	HR	\$44.00
107	Regenerative Thermal Oxidizer. Welder STANDARD LABOR RATE	HR	\$49.00
108	Regenerative Thermal Oxidizer: Overtime / EMERGENCY Repair	HR	\$80.00
109	Regenerative Thermal Oxidizer. Field technician STANDARD LABOR RATE (factory tech)	HR	\$150.00
110	Regenerative Thermal Oxidizer. Field Coordinator	HR	\$85.00
111	Centrifuges: Transport rotating assembly unit to Contractor's facility.	EA	\$250.00
112	Centrifuges: Disconnect Conveyor Unit, cable and associated piping, etc., remove unit from its foundation.	EA	\$2,000.00
113	Centrifuges: Install Conveyor Unit, connect its cable and associated piping, etc. and perform the test run.	EA	\$2,000.00
114	Cyclone: Cyclone Gas Duct maintenance repair / replacement as requested, (Cyclone 69th St.)	EA	\$200.00
115	Furnace; Installation of scaffolding for burner inspection & Work (per O&M manual). Provide a written inspection report (69th St.)	EA	\$6,500.00
116	Centrifuges; Transport/Return Conveyor assembly unit to City Facility.	EA	\$250.00

Year Five - Option Year Two / Group 2 Additional Services/Mark-Up % Over Invoice

1	Crane Rigging (Mark-up of sub-contractors Original Invoice) Based On \$20,000.00	12%	\$22,400.00
2	Parts & Materials (Original Invoice) Based On \$550,000.00	12%	\$616,000.00
3	Additional Services / Sub-contractors Original Invoice Based On \$110,000.00	12%	\$123,200.00
4	Scaffolding Rentals (Original Invoice) Based On \$10,000.00	12%	\$11,200.00

EXHIBIT "I"
PAY OR PLAY PROGRAM
(See next page)



FORM POP 2 (DOCUMENT 00630)

CERTIFICATION OF AGREEMENT TO COMPLY WITH PAY OR PLAY PROGRAM

Contractor Name: Industrial TX Corp. \$ 2,370,525.00
(Contractor/Subcontractor) (Amount of Contract)

Contractor Address: PO Box 40336, Houston, TX 77240

Project No: [GFS/CIP/AIP/File No.] S50-L23512

Project Name: [Legal Project Name] Maintenance & Repair Services for Sludge Dewatering and Drying Equipment

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534, Contractor agrees to abide by the terms of this Program. This certification is required of all contractors for contracts subject to the program. You must agree EITHER to PAY or to PLAY for each covered employee, including those of subcontractors subject to the program.

- [] Yes [X] No Contractor agrees to Pay \$1.00 per hour for work performed by covered employees, including compliance for covered subcontractors' employees and contract labor, under the contract with the City.
[X] Yes [] No Contractor agrees to offer health benefits to each covered employee, including compliance by the covered subcontractors that meet or exceed the following criteria:
(1) the employer will contribute no less than \$150 per employee per month toward the total premium cost; and
(2) the employee contribution, if any amount, will be no greater than 50% of the total premium cost.
[] Yes [X] No Contractor agrees to pay on behalf of some covered employees and contract labor and play on behalf of other covered employees, in accordance with program requirements, including subcontractors' employees, if applicable.
[X] Yes [] No If contract labor is utilized the Contractor agrees to report hours worked by the contract laborer and Pay \$1.00 per hour for work performed.
[X] Yes [] No Contractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program provisions.
[X] Yes [] No For Prime Contractors Only: Contractor will file compliance reports with the City, which will include activity for subcontractors subject to the program, in the form and to the extent requested by the administering department or the Affirmative Action and Contract Compliance Office. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

Table with 3 columns: Following information is Mandatory, Prime Contractor, Sub-Contractor. Rows include Total No. Of Employees on City Job, No. Of Employees "Playing", No. Of Employees "Paying", and No. Of Employees "Exempt".

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

Signature of David Haynes
CONTRACTOR (Signature)

June 4, 2010
DATE

David Haynes, President
NAME AND TITLE (Print or type)

EXHIBIT "J"
PERFORMANCE BOND
(See next page)

Document 00610

PERFORMANCE BOND

THAT WE, Industrial TX Corp., as Principal, (the "Contractor"), and the other subscriber hereto, Independence Casualty and Surety Company / Insurance Company of the West, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Houston (the "City"), a municipal corporation, in the penal sum of (\$2,370,525.00) for the payment of which sum, well and truly to be made to the City, its successors and assigns, Contractor and Surety do bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City for S50-L23512 – Maintenance and Repair Services for Sludge Dewatering and Drying Equipment all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall faithfully and strictly perform the Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract documents referred to therein and shall comply strictly with each and every provision of the Contract and with this Bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect. Should the Contractor fail to faithfully and strictly perform the Contract in all its terms, including but not limited to the indemnifications thereunder, the Surety shall be liable for all damages, losses, expenses and liabilities that the City may suffer in consequence thereof, as more fully set forth herein.

It is further understood and agreed that the Surety does hereby relieve the City or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, and the Surety agrees that it shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City will retain certain amounts due the Contractor until the expiration of 30 days from the acceptance of the Work is intended for the City's benefit, and the City will have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the City or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract documents and in the Work to be done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the Work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this Bond and undertaking or release the Surety therefrom.

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and save harmless the City from any liability, loss, cost, expense, or damage arising out of Contractor's performance of the Contract.

If the City gives Surety notice of Contractor's default, Surety shall, within 45 days, take one of the following actions:

1. Arrange for Contractor, with consent of the City, to perform and complete the Contract; or
2. Take over and assume completion of the Contract itself, through its agents or through independent contractors, and become entitled to the payment of the balance of the Contract Price.

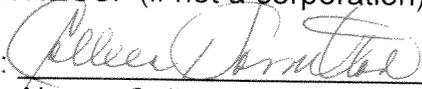
If the Surety fails to take either of the actions set out above, it shall be deemed to have waived its right to perform and complete the Contract and receive payment of the balance of the Contract Price and the City shall be entitled to enforce any remedies available at law, including but not limited to completing the Contract itself and recovering any cost in excess of the Original Contract Price from the Surety.

This Bond and all obligations created hereunder shall be performable in Harris County, Texas. This Bond is given in compliance with the provisions of Chapter 2253, Texas Government Code, as amended, which is incorporated herein by this reference.

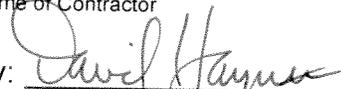
Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other Party at the address prescribed in the Contract documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)
WITNESS: (if not a corporation)

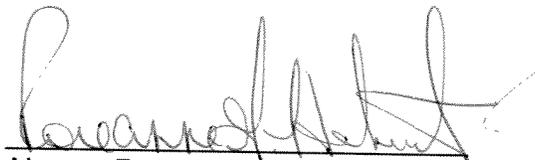
By: 
Name: Colleen Hamilton
Title: Corporate Secretary

Industrial TX Corp.
Name of Contractor

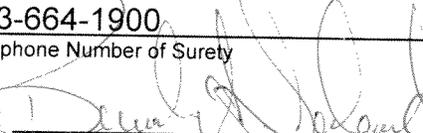
By: 
Name: David Haynes
Title: President
Date: July 29, 2010

ATTEST/SURETY WITNESS:

(SEAL)

By: 
Name: Roxanne G. Hebert
Title: Surety Assistant
Date: July 29, 2010

Independence Casualty and Surety Company /
Insurance Company of the West
Full Name of Surety
6575 W. Loop South, Suite 230
Address of Surety for Notice
Bellaire, Texas 77401

713-664-1900
Telephone Number of Surety
By: 
Name: Beverly A. Ireland
Title: Attorney-in-Fact
Date: July 29, 2010

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

Legal Assistant

Date

END OF DOCUMENT

**ICW GROUP
Power of Attorney
Insurance Company of the West
Explorer Insurance Company Independence Casualty and Surety Company**

KNOW ALL MEN BY THESE PRESENTS: That Insurance Company of the West, a Corporation duly organized under the laws of the State of California, Explorer Insurance Company, a Corporation duly organized under the laws of the State of California, and Independence Casualty and Surety Company, a Corporation duly organized under the laws of the State of Texas, (collectively referred to as the "Companies"), do hereby appoint

ROXANNE G. HEBERT, BRUCE C. DEHART, DAVID R. GROPPPELL, EDWARD L. MOORE, LORI ELLIS, MARY M. RIFAAT, BEVERLY A. IRELAND

their true and lawful Attorney(s)-in-Fact with authority to date, execute, sign, seal, and deliver on behalf of the Companies, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

In witness whereof, the Companies have caused these presents to be executed by its duly authorized officers this 2nd day of January, 2008.



**INSURANCE COMPANY OF THE WEST
EXPLORER INSURANCE COMPANY
INDEPENDENCE CASUALTY AND SURETY COMPANY**

Jeffrey D. Sweeney, Assistant Secretary

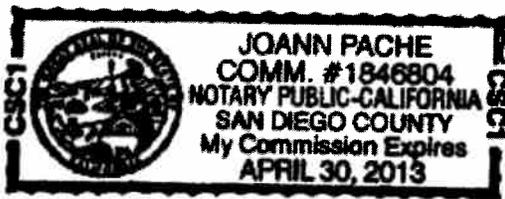
J. Douglas Browne, Senior Vice President

State of California } ss.
County of San Diego

On May 21, 2009, before me, JoAnn Pache, Notary Public, personally appeared J. Douglas Browne and Jeffrey D. Sweeney, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.



JoAnn Pache, Notary Public

RESOLUTIONS

This Power of Attorney is granted and is signed, sealed and notarized with facsimile signatures and seals under authority of the following resolutions adopted by the respective Boards of Directors of each of the Companies:

"RESOLVED: That the President, an Executive or Senior Vice President of the Company, together with the Secretary or any Assistant Secretary, are hereby authorized to execute Powers of Attorney appointing the person(s) named as Attorney(s)-in-Fact to date, execute, sign, seal, and deliver on behalf of the Company, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

RESOLVED FURTHER: That the signatures of the officers making the appointment, and the signature of any officer certifying the validity and current status of the appointment, may be facsimile representations of those signatures; and the signature and seal of any notary, and the seal of the Company, may be facsimile representations of those signatures and seals, and such facsimile representations shall have the same force and effect as if manually affixed. The facsimile representations referred to herein may be affixed by stamping, printing, typing, or photocopying."

CERTIFICATE

I, the undersigned, Assistant Secretary of Insurance Company of the West, Explorer Insurance Company, and Independence Casualty and Surety Company, do hereby certify that the foregoing Power of Attorney is in full force and effect, and has not been revoked, and that the above resolutions were duly adopted by the respective Boards of Directors of the Companies, and are now in full force.

IN WITNESS WHEREOF, I have set my hand this 29th day of July, 2010

Jeffrey D. Sweeney, Assistant Secretary

To verify the authenticity of this Power of Attorney you may call 1-800-877-1111 and ask for the Surety Division. Please refer to the Power of Attorney Number, the above named individual(s) and details of the bond to which the power is attached. For information or filing claims, please contact Surety Claims, ICW Group, 11455 El Camino Real, San Diego, CA 92130-2045 or call (858) 350-2400.

EXHIBIT "K"
MAINTENANCE BOND
(See next page)

Document 00612

ONE-YEAR MAINTENANCE BOND

THAT WE, Industrial TX Corp., as Principal, hereinafter called Contractor, and the other subscriber hereto, Independence Casualty and Surety Company / Insurance Company of the West as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Houston, a municipal corporation, in the sum of (\$2,370,525.00), for the payment of which sum well and truly to be made to the City of Houston and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

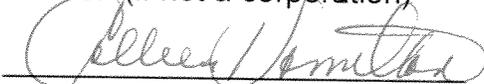
WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of Houston for S50-L23512 – Maintenance and Repair Services for Sludge Dewatering and Drying Equipment of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall comply with the provisions of Paragraph 11.5.1 of the General Conditions, and correct work not in accordance with the Contract documents discovered within the established one-year period, then this obligation shall become null and void, and shall be of no further force and effect; otherwise, the same is to remain in full force and effect.

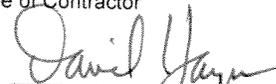
Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)
WITNESS: (if not a corporation)

By: 
Name: Colleen Hamilton
Title: Corporate Secretary

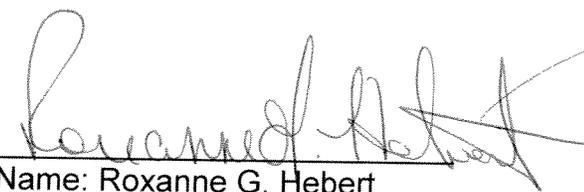
Industrial TX Corp.
Name of Contractor

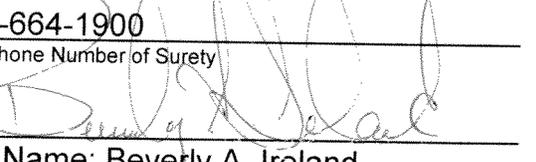
By: 
Name: David Haynes
Title: President
Date: July 29, 2010

ATTEST/SURETY WITNESS:

(SEAL)

Independence Casualty and Surety Company /
Insurance Company of the West
Full Name of Surety
6575 W. Loop South, Suite 230
Address of Surety for Notice
Bellaire, Texas 77401

By: 
Name: Roxanne G. Hebert
Title: Surety Assistant
Date: July 29, 2010

713-664-1900
Telephone Number of Surety
By: 
Name: Beverly A. Ireland
Title: Attorney-in-Fact
Date: July 29, 2010

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

Legal Assistant

Date

END OF DOCUMENT

**ICW GROUP
Power of Attorney
Insurance Company of the West
Explorer Insurance Company Independence Casualty and Surety Company**

KNOW ALL MEN BY THESE PRESENTS: That Insurance Company of the West, a Corporation duly organized under the laws of the State of California, Explorer Insurance Company, a Corporation duly organized under the laws of the State of California, and Independence Casualty and Surety Company, a Corporation duly organized under the laws of the State of Texas, (collectively referred to as the "Companies"), do hereby appoint

ROXANNE G. HEBERT, BRUCE C. DEHART, DAVID R. GROPPPELL, EDWARD L. MOORE, LORI ELLIS, MARY M. RIFAAT, BEVERLY A. IRELAND

their true and lawful Attorney(s)-in-Fact with authority to date, execute, sign, seal, and deliver on behalf of the Companies, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

In witness whereof, the Companies have caused these presents to be executed by its duly authorized officers this 2nd day of January, 2008.



**INSURANCE COMPANY OF THE WEST
EXPLORER INSURANCE COMPANY
INDEPENDENCE CASUALTY AND SURETY COMPANY**

Jeffrey D. Sweeney, Assistant Secretary

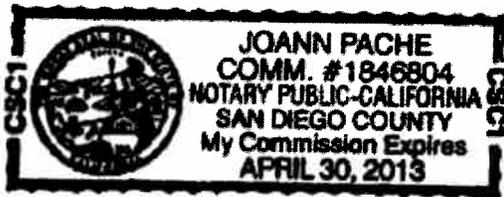
J. Douglas Browne, Senior Vice President

State of California } ss.
County of San Diego

On May 21, 2009, before me, JoAnn Pache, Notary Public, personally appeared J. Douglas Browne and Jeffrey D. Sweeney, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.



JoAnn Pache, Notary Public

RESOLUTIONS

This Power of Attorney is granted and is signed, sealed and notarized with facsimile signatures and seals under authority of the following resolutions adopted by the respective Boards of Directors of each of the Companies:

"RESOLVED: That the President, an Executive or Senior Vice President of the Company, together with the Secretary or any Assistant Secretary, are hereby authorized to execute Powers of Attorney appointing the person(s) named as Attorney(s)-in-Fact to date, execute, sign, seal, and deliver on behalf of the Company, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

RESOLVED FURTHER: That the signatures of the officers making the appointment, and the signature of any officer certifying the validity and current status of the appointment, may be facsimile representations of those signatures; and the signature and seal of any notary, and the seal of the Company, may be facsimile representations of those signatures and seals, and such facsimile representations shall have the same force and effect as if manually affixed. The facsimile representations referred to herein may be affixed by stamping, printing, typing, or photocopying."

CERTIFICATE

I, the undersigned, Assistant Secretary of Insurance Company of the West, Explorer Insurance Company, and Independence Casualty and Surety Company, do hereby certify that the foregoing Power of Attorney is in full force and effect, and has not been revoked, and that the above resolutions were duly adopted by the respective Boards of Directors of the Companies, and are now in full force.

IN WITNESS WHEREOF, I have set my hand this 29th day of July, 2010

Jeffrey D. Sweeney, Assistant Secretary

To verify the authenticity of this Power of Attorney you may call 1-800-877-1111 and ask for the Surety Division. Please refer to the Power of Attorney Number, the above named individual(s) and details of the bond to which the power is attached. For information or filing claims, please contact Surety Claims, ICW Group, 11455 El Camino Real, San Diego, CA 92130-2045 or call (858) 350-2400.

1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may contact your agent at 281-651-0002.

3 You may call Insurance Company of the West/Independence Casualty & Surety Company's toll-free telephone number for information or to make a complaint at:

1-800-877-1111

4 You may also write to Insurance Company of the West/Independence Casualty & Surety Company at:

11455 El Camino Real
San Diego, CA 92130-2045

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6 You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the (agent) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su agente al 281-651-0002.

Usted puede llamar al numero de telefono gratis de Insurance Company of the West/Independence Casualty & Surety Company's para informacion o para someter una queja al:

1-800-877-1111

Usted tambien puede escribir a Insurance Company of the West/Independence Casualty & Surety Company al:

11455 El Camino Real
San Diego, CA 92130

Puede Comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el (agente) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.