

SECTION C  
GENERAL TERMS & CONDITIONS

THE STATE OF TEXAS

COUNTY OF HARRIS

BID # LC-N-0739-063-20580

ORDINANCE # 2005-1308

CONTRACT # C61277

I. PARTIES

A. Address

THIS AGREEMENT FOR DRY PIT PUMPS REPAIR SERVICES ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a municipal corporation and Coastal Pump Services, Inc. ("Contractor or Vendor"), a corporation doing business in Texas. The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

City

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

Contractor

Coastal Pump Services, Inc.  
15010 Highway 6  
Rosharon, Texas 77583  
Phone: 281-431-6193  
Fax: 281-431-6134  
Atten: Randy Bridges

The Parties agree as follows:

B. Table of Contents

This Agreement consists of the following sections:

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

**C. Parts Incorporated**

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

**D. Controlling Parts**

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

**E. Definitions**

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

**F. Signatures**

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

ATTEST/SEAL (if a corporation):

Coastal Pump Services, INC.

WITNESS (if not a corporation):

By: [Signature]  
Name: Lisa Newlin  
Title: Office Manager

By: [Signature]  
Name: RANDY BRIDGES  
Title: owner  
Federal Tax ID Number: 76-0658294

ATTEST/SEAL:

[Signature]

City Secretary

CITY OF HOUSTON, TEXAS

Signed by:

[Signature]

Mayor

[Signature]

APPROVED:

COUNTERSIGNED BY:

[Signature]

City Purchasing Agent

[Signature]

City Controller [Signature]

DATE COUNTERSIGNED:

12-27-05

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.

10/14/05  
Date

[Signature]  
Legal Assistant

## II. DUTIES OF CONTRACTOR

### A. Scope of Services

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

### B. RELEASE

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

### C. INDEMNIFICATION

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

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

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

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

**D. INDEMNIFICATION PROCEDURES**

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

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

- (2) Defense of Claims
  - (a) Assumption of Defense. Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Contractor shall then

control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

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

#### **E. Insurance**

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

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

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

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

Statutory amount

(3) Automobile Liability insurance

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

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

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

(4) Employer's Liability

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

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

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

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

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

**F. Warranties**

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

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

- (1) that all items are free of defects in title, material, and workmanship,
- (2) that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed,

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

(4) that no item or its use infringes any patent, copyright, or proprietary right.

**G. Licenses and Permits**

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

**H. Compliance with Equal Opportunity Ordinance**

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

**I. MWBE Compliance**

Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least 4 % of the value of this Agreement to MWBEs.

Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Affirmative Action Division and will comply with them.

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

**J. Drug Abuse Detection and Deterrence**

(1) It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.

- (2) Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):
- (a) a copy of its drug-free workplace policy,
  - (b) the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "D," together with a written designation of all safety impact positions and,
  - (c) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "E."

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 "F." Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.

(3) Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.

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

**K. Environmental Laws**

Contractor shall comply with all rules, regulations, statutes, or orders of the Environmental Protection Agency ("EPA"), the Texas Commission on Environmental Quality ("TCEQ"), and any other governmental agency with the authority to promulgate environmental rules and regulations (Environmental Laws). Contractor shall promptly reimburse the City for any fines or penalties levied against the City because of Contractor's failure to comply.

Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to, or from the site except in strict compliance with the Environmental

Regulations. "Hazardous Materials" means any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, or local laws, regulations, ordinances, or orders. Contractor shall not deposit oil, gasoline, grease, lubricants or any ignitable or hazardous liquids, materials, or substances in the City's storm sewer system or sanitary sewer system or elsewhere on City Property in violation of the Environmental Laws.

**L. Contractor's Performance**

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

**M. Payment of Employees and Subcontractors**

Contractor shall make timely payments in accordance with applicable state and federal law to all persons and entities supplying labor, materials or equipment for the performance of this Agreement including Contractor's employees.

Failure of Contractor to pay 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.

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

### III. DUTIES OF CITY

#### A. Payment Terms

The City shall pay and Contractor shall accept fees at the unit prices provided in Exhibit H for all services rendered and the Deliverables furnished by Contractor. The fees must only be paid from Allocated Funds, as provided below.

Any quantities of services or Deliverables shown in any part of this contract or its exhibits are estimated only and are not any guarantee that the City will not purchase more or less of those services or Deliverables. The City will pay only for the services or Deliverables actually ordered and only at the unit prices set out.

#### B. Taxes

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

#### C. Method of Payment

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

#### D. Method of Payment - Disputed Payments

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

#### E. Limit of Appropriation

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

(2) In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of \$500,000.00 to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

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

"NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS"

TO: [Name of Contractor]

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

DATE: [Date of notice]

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

I, (name of City Controller), City Controller of the City of Houston, certify that the supplemental sum of \$\_\_\_\_\_, upon the request of the below-signed Director, has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

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

SIGNED:

(Signature of the City Controller)

City Controller of the City

REQUESTED:

(Signature of the Director)

Director

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

**F. Changes**

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

**CHANGE ORDER**

TO: [Name of Contractor]

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

DATE: [Date of Notice]

SUBJECT: Change Order under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement]

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

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

Signed:

[Signature of City Purchasing Agent or Director upon written notice to the City Purchasing Agent]

- (3) The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may issue more than one Change Order, subject to the following limitations:
  - (a) Council expressly authorizes the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent, to approve a Change Order of up to \$25,000. A Change Order of more than \$25,000 over the approved contract amount must be approved by the City Council.
  - (b) If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.
  - (c) The Total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.
- (4) Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The City Purchasing Agent's or Director's decision regarding a time extension is final.
- (5) A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.
- (6) Change Orders are subject to the Allocated Funds provisions of this Agreement.

#### IV. TERM AND TERMINATION

**A. Contract Term**

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

**B. Notice to Proceed**

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

**C. Renewals**

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

**D. Time Extensions**

Upon written notice from the Director to Contractor, the term of this contract shall be extended on the same terms and conditions for a period of time not to exceed ninety (90) days for the completion of services hereunder or the provision of additional related services. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

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

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

On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this

Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section III unless the fees exceed the allocated funds remaining under this Agreement.

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

**F. Termination for Cause by City**

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

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

If a default occurs, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent, at his or her sole option, may extend the termination date to a later date. If the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent allows Contractor to cure the default and Contractor does so to the City Purchasing Agent's or Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the City

Purchasing Agent or Director upon written notice to the City Purchasing Agent may terminate this Agreement on the termination date, at no further obligation of the City.

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

**G. Termination for Cause by Contractor**

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

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

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

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

## V. MISCELLANEOUS

### A. Independent Contractor

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

### B. Force Majeure

1. Timely performance by both parties is essential to this Agreement. However, neither party is liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority.
2. This relief is not applicable unless the affected party does the following:
  - (a) uses due diligence to remove the Force Majeure as quickly as possible; and
  - (b) provides the other party with prompt written notice of the cause and its anticipated effect.
3. The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance does not constitute a default or breach of this Agreement by the City.
4. If the Force Majeure continues for more than 30 days, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may terminate this Agreement by giving 30 days' written notice to Contractor. This termination is not a default or breach of this Agreement.  
CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT AT THE TIME OF THE TERMINATION.

### C. Severability

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

D. Entire Agreement

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

E. Written Amendment

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

F. Applicable Laws

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

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

G. Notices

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

H. Non-Waiver

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

waiver does not waive a later breach of this Agreement.

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

**I. Inspections and Audits**

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

**J. Enforcement**

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

**K. Ambiguities**

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

**L. Survival**

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

**M. Parties In Interest**

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

**N. Successors and Assigns**

This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this

provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

**O. Business Structure and Assignments**

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

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

**P. Remedies Cumulative**

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

## 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 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 Public Works & Engineering Department who is responsible for the administration for the Contract.

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

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

"Contract Term" is defined in Article IV.

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

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

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

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

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

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

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

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

"ADDITIONAL SERVICES" shall mean other services to repair systems associated with the Pump, not otherwise described in this specification, to bring the equipment to the working conditions agreeable to the Director and Contractor.

"NORMAL BUSINESS HOURS" shall mean 7:30 a.m. to 4:30 p.m., Monday to Friday, except on days which are considered City holidays.

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

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

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

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

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

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

"DRY-PIT PUMP GROUPS" shall mean the pumps of the size and the drive motors as tabulated in the attachment to Exhibit "B". The pumps are grouped such as to represent the manufacturer and the size of the units:

Pump Group PMP1	Pumps by various manufacturers, fractional HP to 50 HP
Pump Group PMP2	Pumps by various manufacturers, 51 HP to 100 HP
Pump Group PMP3	Pumps by various manufacturers, 101 HP to 225 HP
Pump Group PMP4	Pumps by various manufacturers, 226 HP to 500 HP
Pump Group PMP5	Pumps by various manufacturers, 501 HP & larger

This list is subject to change throughout the contract period.

"CONTRACT TECHNICAL REPRESENTATIVE (CTR)" shall mean the Designated City Representative assigned by the Senior Assistant Director of the Wastewater Operations Division to administer the day-to-day activities of the Contract.

"EQUIPMENT LIST" PLEASE SEE EQUIPMENT LIST ATTACHED TO CONTRACT (17 PAGES)

## EXHIBIT "B"

### **B.00 GENERAL REQUIREMENTS AND SCOPE OF SERVICES**

- B.00.01 The Contractor shall furnish all supervision, labor, parts, tools, materials, equipment, supplies, and facilities necessary to provide precision repair services for pumps listed in Exhibit "BB" at various City of Houston Wastewater Operations facilities. If requested by UDR, the Contractor shall demonstrate by means of adequate testing and documentation that the repaired unit has retained its operating efficiency. The cost for this operating efficiency test will be paid by City of Houston.
- B.00.02 The meaning of some specific terms as used in this contract /specification are given in Exhibit A, Definitions.
- B.00.03 The manufacturer, type, size, and the facilities location of the existing pumps of City of Houston's Wastewater Operations are given in the attachment to this section.
- B.00.04 The pumps are grouped (see Exhibit A, Definitions) as Group-I, Group-II, and Group-III to indicate the manufacturer, size, and type of the units.
- B.00.05 This specification covers the general requirements for the reconditioning, repairing, and testing of the pumps located at City of Houston Wastewater Operations facilities. This includes, but it is not limited to, pumps, pump integral gearboxes, pump couplings, pump packing or mechanical seal, discharge check and isolation valves, pump control system, and general mechanical work. The specification defines minimum acceptable requirements for the repair of the pumps.
- B.00.06 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. The Contractor shall establish, document, and maintain calibration records for test and measuring equipment used to demonstrate conformance of product to specified requirements.
- B.00.07 The Contractor shall be able to furnish copies of current environmental permits and demonstrate compliance with current environmental regulations.
- B.00.08 The Contractor facility shall be subject to inspection to verify that the equipment and personnel deemed necessary to perform the type of repair required under this contract are in place at the time of inspection.
- B.00.09 Subcontractors to the Contractor for the performance of work are subject to the same standards as the contractor.

- B.00.10 The pumps at City facilities are purchased and installed under City's Master Specifications (latest edition) requiring compliance with the applicable sections of the following standards and codes:
- American National Standard Institute (ANSI)
  - Anti-Friction Bearing Manufacturing Association (AFBMA)
  - Institute of Electrical and Electronic Engineers (IEEE)
  - National Electrical Code (NEC)
  - National Electrical Manufacturers Association (NEMA)
  - American Society of Mechanical engineers (ASME)
- B.00.11 Wherever this document refers to the following codes and standards, then that specific sections of the code/standard shall apply to the repairs being carried out by the Contractor:
- Steel Structures Painting Council (SSPC)
  - Anti-Friction Bearing Manufacturing Association (AFBMA)
  - American Society for Non-Destructive Testing
- B.00.12 The installed pumps at City facilities and pumps to be purchased in the future are manufactured by the following (but not limited to) companies:
- B.00.12.01 Positive Displacement Pumps
- Moyno
  - Wemco
  - Goulds
  - Gorman-Rupp
- B.00.12.02 Centrifugal Pumps
- ITT Allis - Chalmers
  - Fairbanks Morse
  - Chicago
  - Paco
  - Ingersol Rand
  - Worthington
- B.00.13 **THE BID FORMS SHALL BE BASED ON THE USE OF NEW AND ORIGINAL EQUIPMENT MANUFACTURER (OEM) PARTS IN THE REPAIR OF CITY'S PUMPS.**
- B.00.14 **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 THE CONTRACTOR.**
- B.00.15 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**.
- B.00.16 If the Contractor plans to use any part other than an OEM specified part, the Contractor shall obtain, in advance of the use of such part, written permission/approval from UDR.
- B.00.17 A City representative will pick up all non-repairable pumps. Non-repairable units do not need to be reassembled.

- B.00.18 Whenever hourly work is performed on behalf of the City, the Contractor (and Sub-Contractors of the Contractor) shall fully document the time spent on each job. The documentation shall be Contractor's time-sheet records or any other mutually agreed method indicating the Contractor's Job Number.
- B.00.19 Contractor shall ensure the Equipment Inventory number (EI) tag remains attached to the equipment. Contractor shall notify the UDR if the (EI) tag is damaged or missing.
- B.00.20 Wherever OEM documentation such as Operation and Maintenance Manual, etc., specify torque values, the Contractor shall use a torque wrench and adhere to the OEM torque values.
- B.00.21 If requested by the UDR, Contractor shall furnish parts needed for maintenance activities of pumps by City Personnel. Contractor shall charge the same price for these parts as scheduled in Bid Forms under "Parts and Material."
- B.00.22 Paint booth shall not be used for Sandblasting.
- B.00.23 At Contractor shop, the Contractor shall document all information about the conditions of the unit and parts that shall include digital photographs with the invoice, before and after repair.
- B.00.24 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, impeller, end plates, gears, and other items of a pump unit.
- B.00.25 Before disassembly nameplate data shall be verified, all missing or damaged parts shall be identified in writing, recorded, and special items shall be noted on the inspection form.
- B.00.26 Any equipment removed from City Facility shall be documented on a City Equipment Release Form see exhibit BB-6. The department requesting services shall provide the City Equipment Release Form. The user department shall adjust the Form to reflect the Contract Number and Ordinance Numbers pertaining to this Contract.
- B.00.27 The Contractor shall advise the City of the name(s) and location(s) of any new shop(s) that will be used for specific repair work and obtain written approval from the UDR before subcontracting the work.
- B.00.28 All metal parts shall be checked for structural integrity and cracks, and shall be repaired or replaced as needed.
- B.00.29 All repairs shall be made to bring the to OEM's specifications.
- B.00.30 All illegible or defective nameplates shall be replaced on completion of repair. All original nameplate information, except where changed, shall be stamped on a new stainless or aluminum nameplate. New nameplates shall be permanently attached with mechanical fasteners. The cost of a new nameplate shall be included as a part of the base cost of any repair.
- B.00.31 Contractor shall install a stainless steel identification tag stamped with the Contractor's Job Number and Repair Date to each pump housing. The tag shall be secured with stainless steel drive pins. The cost of the identification tag shall be included as a part of the base cost of any repair.
- B.00.32 Before painting, all pumps with peeling paint or rust shall be sandblasted. The cost of sandblasting shall be included as a part of the base cost of any repair.

- B.00.33 Assembled pump units shall be tested for vibration. The vibration level shall not exceed the level (in inches per second unfiltered) specified by the OEM. The vibration measurements shall be recorded on the final repair report. All costs associated with the test shall be included as a part of the base cost of any repair.
- B.00.34 The enclosed City of Houston "Teardown" reports included in this document shall be used for each repair.
- B.00.35 The repair shop must be able to verify all hours charged for machine work. This will apply to work done by sub-contractors or the contractor. In-house work will be supported with copies of time cards. This verification shall be submitted with the invoice.
- B.00.36 The City reserves the right to review all payments made to the Contractor by auditing any and all documents associated with this contract at a later date. Subject to such audit, any overpayments shall be recovered from the Contractor.
- B.00.37 The Contractor shall be responsible for storage of the pump units and all parts. Any parts lost or damaged while in the possession of the Contractor shall be repaired or replaced at Contractor's expense.
- B.00.38 The price of parts and material and cost of a replacement unit supplied for this contract shall be the total **original invoiced cost to the contractor plus contractor's quoted percentage (%) markup per the fee schedule** for the item. The Contractor shall submit the supporting documentations with the final invoice.
- B.00.39 The Contractor who is an OEM Distributor/Shop shall use the OEM's latest list price **minus** the OEM Distributor/Shop's **discount percentage (%)** for the price of parts and material and cost of a replacement unit supplied for this contract. The quoted **discount percentage** shall be equal or better than what the Distributor/Shop offers to their best customer within 50 miles of City Hall in the City of Houston. This quoted discount percentage is subject to audit by City of Houston.
- B.00.40 The Contractor shall provide to the City a full set of repair record (including completed teardown sheets, work performed on the unit, and test run results including vibration levels at all bearings of the drive and the pump) upon completion of work, if requested by the UDR. The Contractor shall establish and maintain the repair records for at least three (3) years from the date when the unit passed acceptance inspection and/or test.
- B.00.41 ALL labor to perform teardown inspections, cleaning, disassembly, sand blasting, balancing, reassembly, painting, shop testing, and documenting shall be included as labor/base price for the pump overhaul-repair.
- B.00.42 **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 UDR ON THE LAST WORKING DAY OF EACH WEEK.**
- B.00.43 **THE CITY SHALL BE BILLED ONLY FOR THE HOURS THE CONTRACTOR WORKS ON CITY EQUIPMENT WHETHER AT CITY FACILITY OR AT CONTRACTOR'S FACILITY. LABOR RATE FOR WORK AT A CITY FACILITY SHALL COVER THE TRAVEL EXPENSE OF THE CONTRACTOR. NO ITEMIZED TRAVEL TIME IS ALLOWED.**
- B.00.44 **The City desires a single vendor to do the work described in this contract documents, but may award to more than one Contractor by groups of pump units, as listed in "Exhibit A, Definition," of these documents.**

- B.00.45 The bidders shall complete all Bid Forms associated with the GROUP (s) THAT the vendor wants to be considered. Any incomplete bid form or partial response of such group may disqualify the bidder from further consideration for that group.
- B.00.46 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. **Authorized personnel only who may include qualified electricians, mechanics, and operators shall carry out LOTO.**
- B.00.47 The Contractor may form a "Joint Venture" with another qualified "Pump Repair Shop" to do the work specified in these specifications. The legal paper work for the "Joint Venture" shall be attached to the Bid Forms and shall be a part of the Contractor's Submittal. The "Joint Venture" is considered ONE Contractor

## **B.01 REPAIR AND REPLACEMENT**

- B.01.01 The Contractor shall inspect, repair, and/or troubleshoot the pumps including accessories (sub-assemblies) of the pumps in lieu of replacement unless the repair cost of the pump and or sub-assemblies exceeds seventy (70) percent of the cost for replacing it with a new item. Generally the seventy (70) percent rule applies, but the City reserves the right to purchase or repair units based on pump economic evaluation and various operational considerations.
- B.01.02 The Contract shall attach quotes/invoices for UDR's review when submitting work scope. For all major components such as impellers, shafts, gears, and gear assembly the repair work scope shall include the cost of a new item as well as the estimated cost to repair such item. Every work scope shall include the purchase price of a new pump identical to the one being repaired.
- B.01.03 The UDR must approve the purchase of a new unit in lieu of repair.
- B.01.04 Replacement pump and accessories shall be same size and type as the existing ones, unless otherwise authorized in writing by UDR.
- B.01.05 If the unit is considered to be "non-repairable", the Contractor shall use the schedule in Bid Forms under "Non-Repairable Shop Cost" to invoice for the work performed by the Contractor to include all costs associated with teardown, reports, and diagnostic.
- B.01.06 Contractor shall use the schedule in Bid Forms under "Cost to Replace a Unit..." to invoice the replacement cost.

## **B.02 SPECIFIC TASKS AND SCOPE OF WORK**

- B.02.01 Upon request from the UDR and within ONE working day the contractor shall inspect the pump at the Wastewater Treatment 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.
- B.02.02 Upon request from the UDR and within ONE working day the contractor shall send a crew to perform the field alignment of the pump and the drive of the unit where the City personnel had replaced the drive.

- B.02.03 If the pump can be repaired at City location but additional parts and services are needed, the Contractor shall notify the UDR and prepare a scope of the work within forty-eight (48) hours and submit it to the UDR for approval. The Contractor, upon receipt of approval, shall complete the repair of the pump within five (5) working days and release/return the unit to operation.
- B.02.04 If the pump cannot be repaired at City location, the Contractor shall notify the UDR. Within forty-eight (48) hours, the Contractor shall uncouple the unit from the drive, remove from foundation, and load on Contractor's vehicle, and transport/deliver the unit to contractor's repair facility. The Contractor shall ensure that all openings to pipes, inlet and discharge are blocked to prevent entry of rain, dirt, rodents, birds, and crawling animals. The covers for the openings shall be made of metal or plywood of sufficient thickness, strength, rigidity, and shall be secured to resist damage by wind and rainstorm.
- B.02.05 The Contractor shall furnish hoist, crane, etc. for loading and unloading of the unit at City facilities and at Contractor's facility.
- B.02.06 Before disassembly of the unit at Contractor's shop, the Contractor shall inspect the unit and document the damaged and missing parts. In addition, the Contractor shall photograph the pump and sub-assemblies, as received. These photographs and any subsequent photographs of the pump and its parts shall be part of the repair record.
- B.02.07 The Contractor shall chemically and mechanically clean all external surfaces, as required.
- B.02.08 The Contractor shall disassemble pumps and clean all internal parts.
- B.02.09 The Contractor shall inspect all components of the pumps and all critical areas to determine if clearances are within OEM tolerances, and the parts meet manufacturer's specifications. If the manufacturer's data is not available, the tolerances shall be verified with the relevant tables in **industry standards** to assure its conformance.
- B.02.10 If needed, the City will assist the Contractor to obtain the OEM data from the manufacturers.
- B.02.11 The Contractor shall inspect the pumps and its shaft for corrosion, erosion, chipping, and other damages and shall record these observations on the "Teardown" report.
- B.02.12 The Contractor shall inspect the rotor shaft for "roundness/run out" and determine if it is within OEM tolerance. If the manufacturer's data is not available, the tolerances shall be verified with the relevant tables in **industry standards** to assure its conformance.
- B.02.13 The Contractor shall inspect the shaft extensions and key seats (keyways). Shaft extensions must be smooth, polished, and concentric with shaft center. Shaft extension dimension shall be checked to determine if it is within OEM tolerance. If the manufacturer's data is not available, the tolerances shall be verified with the relevant tables in **industry standards** to assure it conformance.
- B.02.14 Contractor shall inspect each bolt for damaged threads.
- B.02.15 Repair shall include sandblasting, welding and machining as required. Other services required of Contractor shall include Non-Destructive Testing (NDT), chroming and metallizing when required.

- B.02.16 Contractor shall determine what parts are to be machined or replaced with new parts. As a minimum the Contractor shall replace all roller element bearings, and seals when the original unit was furnished with such items.
- B.02.17 For units which are being repaired at Contractor's facility, the Contractor shall prepare and submit, within ten (10) working days, to the UDR a scope of the repair work to be carried out on the unit. This good faith estimate shall include a brief description of the work to be performed, itemized cost for new replacement OEM parts, and any additional labor hours beyond what is required and specified in item B.03.07, for the repair of the unit. This work scope shall include the estimated time for delivery of parts and the schedule to complete the work.
- B.02.18 Upon acceptance of cost estimate by the UDR, a notice to proceed will be faxed to the contractor, Contractor shall proceed with repairs. The Contractor shall commence to work on the unit and complete the repair within the allocated time for delivery of such item:
- |                  |                                    |                |
|------------------|------------------------------------|----------------|
| <b>B.02.18.1</b> | <b>Positive Displacement Pumps</b> | <b>8 weeks</b> |
| <b>B.02.18.2</b> | <b>Centrifugal Pumps</b>           | <b>8 weeks</b> |
- B.02.19 The Contractor shall notify the UDR immediately if the Contractor cannot complete the job within the contractually agreed time period of item B.02.18. The Contractor shall submit to UDR a detailed explanation for the delay with a new schedule to complete the job.
- B.02.20 At all times during the repair process, Contractor shall maintain City's equipment in a clean and weather protected storage area.
- B.02.21 The shaft assembly shall be checked for total indicated run out (TIR) and recorded on the rotor information sheet. This test shall be carried out on a lathe.
- B.02.22 Shaft seal surface, bearing journals and coupling fit, shall be micrometer checked and recorded on the rotor information sheet.
- B.02.23 End bells and bearing housing critical dimensions shall be micrometer checked and recorded on the mechanical inspection sheet.
- B.02.24 The above measurements shall be submitted to UDR, along with other data sheets, during the teardown inspection.
- B.02.25 Replacement bearings shall have an L<sub>10</sub> rating life in accordance with ANSI/AFBMA equal to or longer than OEM bearing.
- B.02.26 After parts have been repaired, Contractor shall put together the rotating assembly and balance it. The Contractor shall reassemble the pump, test, seal and paint, as required.
- B.02.27 The Contractor shall prepare the surfaces to be painted to white a "metal finish" by blast cleaning to SSPC-SP5.
- B.02.28 Surface of all units shall be primed and finished, in an approved paint booth, using the pump OEM standard painting system:
- The minimum Prime coat thickness shall be 3 mils DFT, **dry film thickness (DFT)**.
  - The minimum finish coat thickness shall be 6 mils DFT, **dry film thickness (DFT)**.

- B.02.29 If OEM paint information is not available, the following City of Houston' standard specification for surface coating of pumps and equipment shall be followed:
  - The primer and finish coats shall be two-component, rust-inhibitive, polyamide-cured epoxy coating with a recoatable finish,
  - The prime coat shall be Ameron 38P, Tnemec 69, or equal.
  - The finish coat shall be Ameron 38S, Tnemec 69, or equal.
- B.02.30 No deviation from the paint specification is allowed, unless advance written approval for variance to paint specifications was given by the UDR.
- B.02.31 The paint color shall be as the OEM standard for such units unless specifically requested otherwise, in written, by the UDR.
- B.02.32 The Contractor shall return the repaired unit to a City facility, set on foundation, check the leveling of the pump base, couple, precision align the drive / pump / coupling, and reconnect piping. The Contractor shall ensure that all shutdown systems/protections are operational before the test run.
- B.02.33 If requested by the UDR, the Contractor shall couple, precision align the drive / pump / coupling of the units which had their drive replaced by the City personnel. The charge for this service will be based on the hourly rate as quoted in labor rate (SLR) for work at City facilities.
- B.02.34 The Contractor shall start the unit. The Contractor shall measure/record the vibration of the pump and the drive at DE and ODE in axial, vertical, and horizontal directions.
- B.02.35 The vibration levels shall be as specified by the OEM. If needed, the City will assist the Contractor to obtain the OEM data from the manufacturers.
- B.02.36 The final alignment shall be made at the end of the test run when the pump and the drive have reached their operating temperatures. Alignment shall be adjusted, as required, before placing the unit into permanent service.

**B.03 Pump Inspection and Repair**

- B.03.01 The Contractor shall provide a repair record and report showing the condition of the pump upon receipt, the repair work done, vibration levels, and the final test results.
- B.03.02 During disassembly, the pump components and parts shall be visually inspected to determine and record/report the cause of failure.
- B.03.03 The shaft assembly shall be inspected for wear, scoring, cracks.
- B.03.04 Shaft seal surface, bearing journals and coupling fit, shall be checked with a micrometer and recorded on the rotor information sheet.
- B.03.05 Pumps that are overhauled-repaired at Contractor facility shall be thoroughly cleaned to be free from dirt, grit, grease, oil, and shall be inspected for damage and repairs made to damaged areas.
- B.03.06 Torch heating shall NOT be used for clean up.
- B.03.07 The grit blasting shall be done with approved material.

**OVERHAUL- REPAIR AT CONTRACTOR'S FACILITY (OVERHAUL-REPAIR):** The following work scopes shall be followed for all shop overhaul-repair of the pumps. All bearings shall be replaced with new OEM specified bearings that have an L<sub>10</sub> rating life as the original OEM or longer in accordance with ANSI/AFBMA. Equivalent bearing may be used if approved by the UDR. The quoted price of the Bid Forms for **OVERHAUL-REPAIR (SHOP-REPAIR)** of a pump shall include ALL cost of supervision, labor, tools, equipment, supplies to complete the work specified herein for Shop-Repair. The lump sum cost does not include the cost of the bearings, damaged or broken or worn parts (which are reimbursable) if authorized by the UDR.

**B.03.08.1 Positive Displacement Pumps:**

- B.03.08.1.1 Disassemble the pump.
- B.03.08.1.2 Sandblast and clean all parts as needed, inspect all parts.
- B.03.08.1.3 Chase all tapped holes and de-burr and inspect.
- B.03.08.1.4 Re-chrome the rotors.
- B.03.08.1.5 Clean and de-burr the bearing housing and hone all faces.
- B.03.08.1.6 Clean and de-burr the shaft and check for straightness.
- B.03.08.1.7 NDT check impellers for cracks, balance impellers, balance shaft, check mechanical run outs, and balance rotor assembly.
- B.03.08.1.7.1 If sleeved can be sleeved, UDR shall determine to sleeve if not previously sleeved.
- B.03.08.1.8 Replace packing glands when bent or damaged.
- B.03.08.1.9 Replace mechanical seal with identical one, unless otherwise authorized in writing by UDR.
- B.03.08.1.10 Paint the assembled unit.

**B.03.08.2 Centrifugal Pumps:**

- B.03.08.2.1 Disassemble the pump.
- B.03.08.2.2 Sandblast and clean all parts, chase all tapped holes and de-burr, and inspect.
- B.03.08.2.3 Clean case and cover.
- B.03.08.2.4 NDT gear teeth, check mechanical run outs.
- B.03.08.2.5 Clean and de-burr the bearing housing and hone all faces.
- B.03.08.2.6 Clean and de-burr the shaft and check for straightness.
- B.03.08.2.7 NDT check impellers for cracks, balance impellers, balance shaft, rotor assemblies.
- B.03.08.2.7.1 If sleeved can be sleeved, UDR shall determine to sleeve if not previously sleeved.
- B.03.08.2.8 Check drive shafts repair when needed.
- B.03.08.2.9 Replace packing glands when bent or damaged.
- B.03.08.2.10 Replace mechanical seal with identical one, unless otherwise authorized in writing by UDR.
- B.03.08.2.11 Paint the assembled unit.

**B.04 RESPONSE TIME**

- B.04.01 Contractor shall be accessible to the City via telephone during **normal business** hours. The Contractor shall be ready to start work on any unit within twenty-four (24) hours of receiving the call for the service.
- B.04.02 Contractor shall be available and accessible to the City via telephone to work **overtime** if requested by the UDR.
- B.04.03 Contractor shall be available and accessible to the City via telephone to work on an **emergency** basis if requested by the UDR.
- B.04.04 Contractor shall start an emergency job immediately, without scheduling delays, and will not be restricted to normal working hours. The UDR shall coordinate the emergency and overtime work.

**B.05 REPAIR TECHNICIANS**

- B.05.01 The repair technicians of the Contractor shall be qualified, properly trained in repair-recondition of pumps of the type and sizes specified for this contract.
- B.05.02 The repair technicians of the Contractor shall have a minimum of three (3) years experience in repair-recondition of pumps of the sizes specified in this contract
- B.05.03 The Contractor shall furnish the resume of the technicians to the City Inspection Team during the Team's visit of the Contractor's facility.
- B.05.04 These requirements shall apply to all of the sub-contractors who work for the Contractor.

**B.06 ACCEPTANCE OF REPAIR**

- B.06.01 The UDR shall inspect the repaired unit before the run test can begin. It is the Contractor's responsibility to ensure communication has been established with the UDR for witnessing of the performance test.
- B.06.02 Vibration measurements shall be taken on the completely assembled unit at the DE and ODE, horizontal, axial, and vertical directions on the bearing housings adjacent to the shaft. The measurements shall be performed and recorded for the drive as well as the pump.
- B.06.03 After the unit is run continuously for at least four hours, the Contractor shall measure/record the vibration and temperatures level that are specified by the OEM.
- B.06.04 If deficiencies are detected, the repair work shall be rejected and the contractor shall make the necessary repairs, adjustments or replacements.
- B.06.05 After corrective actions are made, the unit shall go through a new test run before the pump is accepted.
- B.06.06 The repair record and report covering teardown report, photographs of the condition of the pump, specific measurements, and tests such as balancing of rotating elements, vibration measurements, mechanical measurements, temperature readings and others shall be kept for three years by the Contractor, and shall be furnished to the City if requested by UDR.

B.06.07 The City shall NOT make any payment to the Contractor until ALL corrective actions are made and the equipment repair is accepted.

**B.07 SILENCE OF SPECIFICATIONS**

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

**B.08 LABOR RATE**

The labor rate shall include ALL cost associated for the qualified person to work on and repair City equipment including wages paid, all company benefits, transportation, company profits.

**B.09 ADDITIONAL SERVICES**

B.09.01 Prior to commencement of any "Additional Services," Contractor shall submit a written proposal for approval by UDR describing the work to be done and include a good faith estimate of the cost. The proposal shall include as a minimum a list of repairs, sub-contractor(s), and a schedule of the repairs.

B.09.02 Contractor shall perform "Additional Services" using the unit rates in the "Bid Forms" as specified for the type of service provided. If the "Bid Forms" do not cover the work the Contractor shall be paid on the reimbursable cost-plus basis, supported by documentations. Timing of any "Additional Services" shall be mutually agreed upon between the UDR and the Contractor.

**B.10 WARRANTIES**

B.10.01 *Definitions:* "Acceptance" as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, approval of specific services as partial or complete performance of the contract.

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

B.10.02 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.

B.10.03 If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the contract price.

B.10.04 If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

- B.10.05 Contractor shall observe the highest standards of diligence and care in the performance of repair services and shall meticulously follow the standards and procedures required by the equipment manufacturer.
- B.10.06 The Contractor further warrants that all service and replacement parts it provides shall be in strict compliance with all applicable regulations.
- B.10.07 A minimum full warranty of 12 months is required upon completion of repair services. The warranty period shall begin after satisfactory four-hours test run and the day the City officially accepts the repaired unit.
- B.10.08 During the warranty period ALL related work shall be started by Contractor within twenty-four (24) hours after notification and shall be completed within fifteen (15) days. If the unit undergoing warranty work is out of service more than fifteen (15) days over the twelve (12) month warranty period, the warranty period shall extend by the number of days the unit has been out of service for warranty repair.
- B.10.09 During the warranty period ALL failed units shall be re-repaired at Contractor's expense if failure occurs under normal operating conditions or if the failure is due to faulty parts or negligence of the Contractor.

**B.11 INVOICES**

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

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

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

**B.12 ADDITIONS & DELETIONS:**

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

**B.13 Estimated Quantities not Guaranteed**

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

**B.14 Minimum Wage:**

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

14.02 If, during the term of this agreement, there is legislation enacted regarding an increase or increases in the minimum wage law, Contractor may submit a request (s) for increase in the Contract Fees to the City Purchasing Agent for consideration, provided such request is accompanied by documentation as requested by the City Purchasing Agent verifying that only Contractor's employees' salaries\* were increased accordingly. The City Purchasing Agent shall consult with the Director before responding to the request.

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

**EXHIBIT BB**  
ATTACHMENT BB DRY PIT TYPE PUMPS AND PUMP

PUMP

FN	FACILITY	PUMP	EI#	MANUF	MODEL #	SERIAL #	GPM/HD	RPM	GROUP	EI#	MANUF
001	OLD KATY RD.	1		ALLIS CHALMER							
001	OLD KATY RD.	2		ALLIS CHALMER		204479-01-01	3234	880	PMP2		US MOTOF
005	ALMEDA SIMS	NPW 1	62119	PACO		204479-01-01	3234	880	PMP2		US MOTOF
005	ALMEDA SIMS	NPW 2	1E+05	PACO		V990R8107601			PMP2	62118	LOUIS ALLI
005	ALMEDA SIMS	NPW 3	62123	WEINMAN					PMP2	62120	US ELECTR
006	ALMEDA SIMS	ELP 1	1E+05	INGERSOL-RAND	3L4	724672-3			PMP2	62122	US ELECTR
006	ALMEDA SIMS	ELP 2	1E+05	INGERSOL-RAND					PMP5		
006	ALMEDA SIMS	ELP 3	1E+05	INGERSOL-RAND					PMP5		
006	ALMEDA SIMS	ELP 4	1E+05	INGERSOL-RAND					PMP5		
006	ALMEDA SIMS	LP 1	61964	FAIRBANKS					PMP5		
006	ALMEDA SIMS	LP 2	61965	FAIRBANKS		K2V1065559			PMP4	61961	ALLIS CHALI
006	ALMEDA SIMS	DLP#2	61965	CHICAGO		K2V1065560			PMP3	61962	ALLIS CHALI
006	ALMEDA SIMS	LP 3	61966	ITT		9803936			PMP3		
006	ALMEDA SIMS	WS 1	62043	WEMCO		1-75243-01-1			PMP1	61963	US ELECTF
006	ALMEDA SIMS	WS 2	62045	WEMCO	CE	7893748-2			PMP1	62042	RELIANCI
006	ALMEDA SIMS	WS 3	62047	WEMCO	CE	8396573-3			PMP1	62044	RELIANCI
006	ALMEDA SIMS	TSLG 3	62049	GORMAN RUPP	CE	8396573-1			PMP1	62046	RELIANCI
006	ALMEDA SIMS	TSLG 2	62051	GORMAN RUPP	T4A3-B	795753			PMP1	62048	TOSHIBA
006	ALMEDA SIMS	TSLG 1	62053	GORMAN RUPP	T4A3-B	791377			PMP1	62050	BALDOF
006	ALMEDA SIMS	NPW 1	62083	AURORA	T4A3-B	795754			PMP1	62052	TOSHIBA
006	ALMEDA SIMS	NPW 2	62085	AURORA	411-BF	95-07844-1			PMP1	62082	US ELECTI
006	ALMEDA SIMS	SCM 2	62090	GORMAN RUPP	411-BF	95-07844-2			PMP1	62084	US ELECTI
006	ALMEDA SIMS	SCM 1	62092	GORMAN RUPP	T4A3-B				PMP1		Z
006	ALMEDA SIMS	SW 2	62101	GORMAN RUPP	T4A3-B				PMP1	62091	BALDOF
006	ALMEDA SIMS	SW 1	62103	GORMAN RUPP	T4A3-B				PMP1	62100	TOSHIBA
010	BAYOU TIMBER	1	1E+05	ALLIS CHALMER	T4A3-B				PMP1	62102	TOSHIBA
010	BAYOU TIMBER	2	1E+05	ALLIS CHALMER					PMP1		
011	TELEPHONE #1	1		FAIRBANKS					PMP1		
011	TELEPHONE #1	2		FAIRBANKS	5444C	K2P105711-2	1200	700	PMP1		US ELECT
012	BEECHNUT	1		FAIRBANKS	5444C	K2P105711-1	1200	700	PMP1		Z
012	BEECHNUT	2		FAIRBANKS		K212069087	770	695	PMP1		PACEMAK
013	CONLEY	1		FAIRBANKS			770	695	PMP1		PACEMAK
013	CONLEY	2		FAIRBANKS	57700		4000		PMP1		FAIRBAN
				FAIRBANKS	5710	676368	4000		PMP1		US ELECT





FN	FACILITY	PUMP	E#	MANUF	MODEL #	SERIAL #	GPM/HD	RPM	GROUP	E#	MANUF
083	FWSD #23	LP #2	1E+05	ALLIS CHALMER			4000	700	PMP2		MARATHON
083	FWSD #23	LP #3	1E+05	ALLIS CHALMER			4000	700	PMP2		MARATHON
083	FWSD #23	LP	1E+05	ALLIS CHALMER			4000	700	PMP2		MARATHON
083	FWSD #23	LP	1E+05	ALLIS CHALMER			4000	700	PMP2		MARATHON
083	FWSD #23	WAS#1	1E+05	ALLIS CHALMER			4000	700	PMP2		MARATHON
087	FWSD #23	WAS#2	1E+05	MARLOW	4DTH14EB	812515	4000	700	PMP2		MARATHON
087	EAST FREEWAY	1	1E+05	MARLOW	4DTH14EB	812515	4000	700	PMP2		MARATHON
088	EAST FREEWAY	2	1E+05	AURORA					PMP1		MARATHON
088	GESSNER #2	1	1E+05	AURORA					PMP1		MARATHON
088	GESSNER #2	1	61777	AURORA	C6422179-1		4000	505	PMP1		MARATHON
091	GESSNER #2	2	61776	ALLIS CHALMER	C6422179-3		4000	505	PMP1		WESTINGHOUSE
091	AMBROSE	1	1E+05	ALLIS CHALMER	881-64119-01-1		5600	705	PMP1		WESTINGHOUSE
093	AMBROSE	2	1E+05	AURORA	881-64119-01-1		5600	705	PMP1		GEN. ELECTRIC
093	YORKTOWN	1	1E+05	AURORA	71-5462-2		1000	700	PMP1		US MOTOR
093	YORKTOWN	2	1E+05	YEOMAN BROS.	71-5462-1		1000	700	PMP1		PACEMAKER
094	GRAND BLVD	1	1E+05	Z			440	1750	PMP1		PACEMAKER
094	GRAND BLVD	2	1E+05	ALLIS CHALMER					PMP1		US ELECTRIC
095	GREEN DOLPHIN	1	1E+05	ALLIS CHALMER					PMP1		Z
095	GREEN DOLPHIN	2	1E+05	ALLIS CHALMER			2100	585	PMP1		US ELECTRIC
099	GULFTON	1	1E+05	Z	1-75708-01-01		2100	585	PMP1		US ELECTRIC
099	GULFTON	2	1E+05	FAIRBANKS					PMP1		US ELECTRIC
100	HOWARD	1	1E+05	FAIRBANKS					PMP1		GEN. ELECTRIC
100	HOWARD	2	1E+05	FAIRBANKS	K251064486	3000			PMP2		GEN. ELECTRIC
101	VOSS #2	1	1E+05	WEMCO	K251064487	3000			PMP2		US ELECTRIC
101	VOSS #2	2	1E+05	WEMCO	F4K5F25	8911064-1	560	1750	PMP2		US ELECTRIC
104	HAVILAND	1	1E+05	FAIRBANKS	9011201		560	1750	PMP2		US ELECTRIC
104	HAVILAND	2	1E+05	FAIRBANKS	K2H1010656	350	860	860	PMP1		WESTINGHOUSE
104	HAVILAND	3	1E+05	FAIRBANKS	K2H1010655	350	860	860	PMP1		WESTINGHOUSE
107	HOMESTEAD TP	SLG#1	62636	FAIRBANKS					PMP1		WESTINGHOUSE
107	HOMESTEAD TP	SLG#2	1E+05	GOULDS					PMP1		GEN. ELECTRIC
107	HOMESTEAD TP	SLG#3	62634	GOULDS					PMP1		GEN. ELECTRIC
107	HOMESTEAD TP	GRIT#1	51039	GOULDS					PMP1		Z
107	HOMESTEAD TP	GRIT#2	51037	HAYWOOD GORDON	JCHS6X6X14	37562			PMP1		Z
107	HOMESTEAD TP	WAS #1	62607	HAYWOOD GORDON	NUCXR3-	235675-1			PMP1		Z
107	HOMESTEAD TP	WAS #2	62609	HAYWOOD GORDON	NUCXR3-	235675-2			PMP1		Z
HUDSON	HUDSON	1	1E+05	MARLOW	4DTH14EB	8122514			PMP1		TOSHIBA
HUDSON	HUDSON	2	1E+05	ALLIS CHALMER	4DTH14EB	8122515			PMP1		TOSHIBA
HUDSON	HUDSON	1E+05	ALLIS CHALMER						PMP1		GEN. ELECTRIC
HUDSON	HUDSON	1E+05	ALLIS CHALMER						PMP1		GEN. ELECTRIC











