

THE STATE OF TEXAS

COUNTY OF HARRIS

BID # S29-L22483

ORDINANCE # 2007-1104

CONTRACT # 4600008218

I. PARTIES

1.0 ADDRESS:

THIS AGREEMENT FOR FUEL DISPENSER REPAIR & AUTOMATED NETWORK SYSTEMS AND MAINTENANCE SERVICES ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a municipal corporation and **DUPS 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 Directors
of Various Departments
City of Houston
P.O. Box 1562
Houston, Texas 77251

Contractor

Dups Inc.
3921 Arnold St.
Houston, Texas 77005
Phone: 713-225-5387
Fax: 713-738-8211

The Parties agree as follows:

2.0 TABLE OF CONTENTS:

2.1 This Agreement consists of the following sections:

TABLE OF CONTENTS

Page No.

I. PARTIES.....	1
1.0 ADDRESS:.....	1
2.0 TABLE OF CONTENTS:.....	1
3.0 PARTS INCORPORATED:.....	3
4.0 CONTROLLING PARTS:.....	3
5.0 DEFINITIONS:.....	3
6.0 SIGNATURES:.....	4
II. DUTIES OF CONTRACTOR.....	5
1.0 SCOPE OF SERVICES:.....	5
2.0 INDEMNITY AND RELEASE:.....	5
3.0 INDEMNIFICATION PROCEDURES:.....	6
4.0 INSURANCE:.....	6
5.0 WARRANTIES:.....	7
6.0 LICENSES AND PERMITS:.....	7
7.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE:.....	8
8.0 MWBE COMPLIANCE:.....	8
9.0 DRUG ABUSE DETECTION AND DETERRENCE:.....	8
10.0 ENVIRONMENTAL LAWS:.....	9
11.0 CONTRACTOR'S PERFORMANCE:.....	9
12.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS:.....	9
III. DUTIES OF CITY.....	9
1.0 PAYMENT TERMS:.....	9
2.0 TAXES:.....	10
3.0 METHOD OF PAYMENT:.....	10
4.0 METHOD OF PAYMENT - DISPUTED PAYMENTS:.....	10
5.0 LIMIT OF APPROPRIATION:.....	10
6.0 CHANGES:.....	11
IV. TERM AND TERMINATION.....	12
1.0 CONTRACT TERM:.....	12
2.0 RENEWALS:.....	12
3.0 TIME EXTENSIONS:.....	12
4.0 TERMINATION FOR CONVENIENCE BY THE CITY:.....	12
5.0 TERMINATION FOR CAUSE BY CITY:.....	13
6.0 TERMINATION FOR CAUSE BY CONTRACTOR:.....	13
7.0 REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS:.....	14
V. MISCELLANEOUS.....	14
1.0 INDEPENDENT CONTRACTOR:.....	14
2.0 FORCE MAJEURE:.....	14
3.0 SEVERABILITY:.....	14
4.0 ENTIRE AGREEMENT:.....	14
5.0 WRITTEN AMENDMENT:.....	14
6.0 APPLICABLE LAWS:.....	15
7.0 NOTICES:.....	15

8.0	NON-WAIVER:.....	15
9.0	INSPECTIONS AND AUDITS:	15
10.0	ENFORCEMENT:	15
11.0	AMBIGUITIES:.....	15
12.0	SURVIVAL:	16
13.0	PARTIES IN INTEREST:.....	16
14.0	SUCCESSORS AND ASSIGNS:.....	16
15.0	BUSINESS STRUCTURE AND ASSIGNMENTS:	16
16.0	REMEDIES CUMULATIVE:.....	16
17.0	CONTRACTOR DEBT:	16

EXHIBITS

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

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.

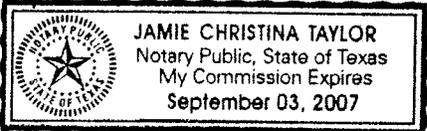
ATTEST/SEAL (if a corporation):

Dups Inc.

WITNESS (if not a corporation):

By: Jamie Taylor
Name:

By: James R. Dupont
Name: James R. Dupont

Title: 

Title: General Manager
Federal Tax ID Number: 76-05678-30

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS

Signed by:

Ann Russell
City Secretary

Bill White
Mayor

APPROVED:

COUNTERSIGNED BY:

William D. Willy
City Purchasing Agent

Annise D. Parker
City Controller Madeline P. Appel

DATE COUNTERSIGNED:

10-16-07

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

8/29/2007
Date

Annette Jackson
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, and supervision necessary to perform the services described in Exhibit "B."

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)
- 4.1.5 Pollution Liability
\$1,000,000 per occurrence; \$2,000,000 aggregate
- 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, and that it shall give 30 days written notice to the City before they may be canceled. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Director, at his or sole discretion, may:
 - 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.

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 \$ 637,646.00 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 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

- 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 August 1, 2007 and expires three (3) years thereafter unless sooner terminated according to the terms of this Agreement.

2.0 RENEWALS:

- 2.1 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.

3.0 TIME EXTENSIONS:

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

4.0 TERMINATION FOR CONVENIENCE BY THE CITY:

- 4.1 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.
- 4.2 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 allocated funds remaining under this Agreement.

- 4.3 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.

5.0 TERMINATION FOR CAUSE BY CITY:

- 5.1 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:
- 5.1.1 Contractor fails to perform any of its duties under this Agreement;
 - 5.1.2 Contractor becomes insolvent;
 - 5.1.3 all or a substantial part of Contractor's assets are assigned for the benefit of its creditors;
or
 - 5.1.4 a receiver or trustee is appointed for Contractor.
- 5.2 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.
- 5.3 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.

6.0 TERMINATION FOR CAUSE BY CONTRACTOR:

- 6.1 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 termination date.
- 6.2 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.

7.0 REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS:

7.1 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 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.

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" means 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/SPECIFICATIONS

1.0 SCOPE OF SERVICES:

- 1.1 The contractor shall provide all supervision, labor, material replacement parts, supplies, and equipment necessary to maintain and repair fuel dispensers and related fuel systems, automated fuel & non-interventional network systems, environmental services, Stage I and II Vapor Recovery System assessments, tank fuel polishing which includes water removal and other services as needed for UST's & AST's requiring TCEQ licenses for "CRP" Certificate of Registration, "ILP" License A, "RCAS" Corrective Action Specialist, OSIIA certification, factory trained & certified with Multiforce Systems for various City Departments. Contractor shall have replacement parts readily available and at the repair site during the first repair visit to the facility being repaired when the description in the work order by authorized Department Representatives is easily discernible. Services described herein shall be executed only upon issuance of a Work Order by an authorized representative of the Ordering Department and receipt of Work Order by Contractor. (See Exhibit I for Sample List of equipment and Exhibit J for List of Active Tanks).
- 1.2 For the City's Automated Fuel System, the Contractor shall perform on-site diagnostics and repair utilizing, where possible, parts from the City inventory. Contractor will order all other parts from the manufacturer of the system, Multiforce Systems Corporation, and invoice the City for only those parts not covered by the City's agreement with Multiforce. Contractor will communicate with Multiforce's customer service group as necessary to identify and correct problems. In addition, Contractor will be responsible for packaging and shipping all used parts to Multiforce.
- 1.3 Response Time
 - 1.3.1 The operation of the fuel equipment is essential in the daily operation of all City departments and adherence to the response time for Standard and Emergency Service is a critical issue.
- 1.4 Standard Service
 - 1.4.1 Contractor shall respond to requests for standard service within twenty-four (24) hours of receipt of work order. An e-mail to the contractor's designated mail box or a facsimile copy of work order shall be considered acceptable notification. The time automatically recorded on the fax transmittal or e-mail shall begin the notification period. All work must be accomplished within forty-eight (48) hours of receipt of work order. If the service cannot be completed within this period, the Contractor shall submit first by phone and then via e-mail within a twelve (12) hour period to the designated contacts within each Ordering Department an explanation for failure to complete service and the amount of time required to complete the project. Extensions shall be approved only by an authorized representative of the Ordering Department. Approvals shall be in writing by the authorized representative of the Ordering Department. Failure to complete the work within the allotted time without an approved extension from the department representative will result in adjustments to invoices as outlined in Section 1.5 of the Scope of Work, and/or in the Contractor being found in breach of contract, and the contract terminated. The Ordering Department will provide two individuals who will always be on 24-hour call for notification of completion of repairs. In the event of a dispute, the division head of the section requesting the repair will be the final authority as to the granting of extensions to the contractor.
- 1.5 Adjustments to Invoices for Failure to Complete Services within Allotted Timeframe
 - 1.5.1 City and Contractor agree that the City will suffer damages if the Contractor fails to

provide the services requested within the allotted time period, and that the amount of damages will be difficult or impossible to determine. In order to provide a reasonable mechanism to compensate City for its damages, Contractor agrees to pay an amount to be calculated in accordance with the following, provided written notice is provided the Contractor as soon as reasonably possible within forty-eight (48) hours and documentation of deduction is provided to the Contractor within five (5) days of the event causing the deduction:

- 1.5.2 If the Contractor shall fail to provide required services, the Contractor shall have deducted from the invoice(s) and retained by the City an amount equal to \$50.00 for each 24-hour period or portion thereof

OR

- 1.5.3 The City shall charge back to the Contractor the actual cost incurred for supplying an alternative means for completing the services.

1.6 Emergency Service

- 1.6.1 Contractor shall respond to requests for emergency service within four (4) hours of verbal notification by the designated Department contact to the designated phone number specified by the contractor. An e-mail to the contractor's designated e-mail address or a facsimile copy of the work order shall be considered acceptable notification. The time stamp recorded on the received e-mail/fax transmittal shall begin the notification period. In the event of an emergency, the Department contact may notify the contractor verbally, by phone, but must confirm the notice by e-mail/fax transmittal of a confirming work order as soon possible, but no later than twenty-four (24) hours after phone notification. All work must be accomplished within twenty-four (24) hours of receipt of work order. If the service cannot be completed within this period, the Contractor shall submit first by phone and then in writing via e-mail or fax to the designated contacts within each Ordering Department an explanation for failure to complete service and the amount of time required to complete the project. Extensions shall be approved only by an authorized representative of the Ordering Department. Approvals shall be in writing or by phone by the authorized representative of the Ordering Department. Failure to complete the work within the allotted time without an approved extension from the department representative may result in adjustments to invoices as outlined in Section 1.5 of the Scope of Work, and/or the Contractor being found in breach of contract, and the contract terminated.

2.0 SERVICE AUTHORIZATION:

- 2.1 Upon Contractor's arrival at jobsite, Contractor shall notify Department Representative of arrival. Department Representative shall authorize Contractor to begin service. Department Representative shall note on the Work Order the date and time the Contractor starts service and the time Contractor completes service. Should more than one day be required to complete service, the Department Representative shall note on the Work Order the date, start time and completion time for each day required to complete service. If more than 48 hours are required to complete service, Contractor shall adhere to guidelines outlined in this section. Note: Labor charges shall be based on actual time the Contractor spends performing the required service(s). After service is completed, the Contractor's service personnel shall provide a completed and legible Service Ticket to the Department Representative(s) for approval and signature. The Service Ticket shall be written clearly and legibly showing complete detail of date(s) and time(s) Contractor started and completed service, description of service provided, parts replaced, etc. and the amount of time required for labor (minutes/hour(s)). Each Department will provide two cell phone numbers to individuals that will be on call 24 hours per day.

3.0 ACCEPTANCE OF REPAIR:

- 3.1 All work performed under this contract shall be inspected by the City at the time of completion or within one (1) working day of completion for workmanship, appearance, proper functioning of equipment and systems, and conformance to all other requirements of this specification. Each work order performed and completed under this contract must have contractor notify the Department Representative at time of completion first by phone and then via e-mail. In the event deficiencies are detected, the work will be rejected and Contractor shall make the necessary repairs, adjustments or replacements. Payment shall not be made until Contractor corrects deficiency and the work is re-inspected and accepted. The Department Representative will notify the contractor by phone at the first determination of non-compliance of the repair. The contractor will have until the end of the following workday to respond to the site and meet with the department representatives.
- 3.2 Contractor shall provide a list of all completed repairs in easily legible form. This list shall be submitted to the on-site department representative prior to leaving the site and a second copy of an e-mail or fax transmittal submitted to the Department Representative(s) with the appropriate invoices, which include all detail the date(s) and time(s) Contractor started and completed service, description of service provided, parts replaced, etc. and the amount of time required for labor (minutes/hour(s)).
- 3.3 Repair Technicians
 - 3.3.1 The Contractor's repair technicians shall at a minimum be authorized and certified by Multiforce to provide the services outlined in the Scope of Services and throughout this contract.
- 3.4 Replacement Parts
 - 3.4.1 The Contractor shall supply all original equipment manufactured (OEM) parts or parts meeting OEM's specifications when required for all repair work. Contractor shall have replacement parts readily available on site at time of repair.

4.0 WARRANTY:

- 4.1 Contractor shall provide a minimum warranty of thirty (30) days for materials and workmanship. If the manufacturer's warranty for materials or labor exceeds 30 days, the manufacturer's warranty shall apply. If the manufacturer's warranty for materials exceeds 30 days, but the labor warranty does not, the manufacturer's warranty shall apply to materials, and the vendor's warranty shall apply to labor up to 30 days, and beyond this period the City will be responsible for paying labor charges. The warranty period shall begin the day the City officially accepts the item or work. Upon responding to a service call, if the contractor determines that the equipment is covered under manufacturer's warranty, the contractor shall note this on the invoice and inform the Department Representative first by phone and then via e-mail. The warranty period shall begin only after the city has inspected and approved the completed repairs. Approval of the completed repairs shall be granted or denied within two working days of notification to the city that the repairs have been completed.

5.0 PAYMENT:

- 5.1 Payment to the Contractor shall be made by the City thirty (30) days after the City has accepted work and approved the invoice. Approval of the completed repairs and the invoice shall be granted or denied within two working days of notification to the city that the repairs have been completed. Payment for labor shall be computed as follows: Note: Labor charges shall be based

on actual time Contractor spends performing required service(s). Contractor shall be paid a minimum of one (1) hour of labor for actual work performed during the first hour, regardless of the amount of time required to complete the service, per the hourly labor charge in Exhibit H (Fee Schedule). For example, if the service is completed within 25 minutes, the Contractor shall invoice the City for one hour and will be paid accordingly. Should the time required to complete the work exceed one hour, Contractor shall be paid in 15-minute increments after the first hour. For example, if the service is completed in one hour and five minutes, the Contractor shall invoice the City for one hour and fifteen minutes and will be paid accordingly.

6.0 VERIFICATION OF VENDOR COSTS:

6.1 For each invoice, the Contractor shall provide the designated City and Department representative(s) a photocopy of the supplier's invoice for each part purchased. Note: If the Contractor intends to use a used part, the Department representative must be notified immediately. All used parts will be negotiated between the Department representative and the Contractor to establish a fair and reasonable price for the used part only.

7.0 INVOICING:

7.1 All invoices must be submitted in triplicate (one original and two copies). All invoices shall be original invoices or certified original invoices 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 period(s). Each invoice shall detail the following information:

- 7.1.1 City Contract No. and Ordinance No.
- 7.1.2 Copy of Work Order and Service Ticket (if separate from invoice)
- 7.1.3 Ordering Department and Facility name with name and address of location such as Station number and address, where services were performed
- 7.1.4 Legible detailed description of services rendered
- 7.1.5 Parts or components repaired or replaced, manufacturer's model/part numbers installed, detailing net unit pricing, percentage markup and total cost per line item. (For each invoice, the Contractor shall attach a photocopy of the paid supplier's invoice for each part as required by item 6.1)
- 7.1.6 Labor minute(s), hour(s) and rates for Technician and Technician's Helper shall be listed separately and totaled per line item.
- 7.1.7 Total invoice cost.

7.2 All unit prices for labor and parts shall be listed and easily identified against the quoted Contract pricing.

7.3 Contractor shall mail invoices to the Accounts Payable Section of the Ordering Department and an e-mail or fax transmittal to the Department Representative(s).

7.4 All packing slips and delivery tickets must be signed by the receiving employee and must show his/her City employee number.

8.0 SPECIAL NOTE:

8.1 The City reserves all rights to review all payments made to Contractors by auditing at a later date. Subject to such audit, any overpayments may be recovered from the Contractor.

9.0 SILENCE OF SPECIFICATIONS:

9.1 The apparent silence of these specifications as to any detail, or the 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. The Contractor shall be an established supplier of the bid items.

10.0 MATERIALS:

10.1 The items furnished shall be the latest product in production to commercial trade, and shall be of the highest quality as to materials used.

11.0 TRANSFER OR SUBLETTING:

11.1 The Contractor shall not let or transfer this Contract without the consent of the City Council. No subcontract shall, under any circumstances, relieve the Contractor of his liabilities and obligations under this contract should such subcontractor fail to perform the work undertaken by him in a satisfactory manner. If subcontractor should fail to perform the work undertaken, it will be the responsibility of the Contractor to repair any and all problems associated to the repair.

11.2 Nothing contained in the Contract Documents shall create any contractual relationship between the City and any subcontractor.

11.3 All Subcontractors must meet all requirements as outlined in the bid documents.

12.0 VENDOR CERTIFICATION:

12.1 ALL WORK PERFORMED AND PARTS PROVIDED MUST CONFORM TO ALL FEDERAL, STATE AND LOCAL REQUIREMENTS AND REGULATIONS.

12.2 Fuel dispenser calibration shall be conducted according to the most recent standards of the API, local standards, or within in accordance with applicable federal and state regulations, whichever is more stringent.

13.0 ADDITIONS & DELETIONS:

13.1 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, locations and/or services to the list of equipment, locations and/or services to be performed. Any such written notice shall take effect on the date stated in the notice from the City. Equipment, locations 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, locations and/or service is not identical to any item already under contract, the charges therefore will then be the Contractor's prevailing charges or rates for the equipment, locations and/or services classified in the fee schedule.

14.0 ESTIMATED QUANTITIES NOT GUARANTEED:

14.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of fuel dispenser repair and automated network systems and maintenance 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.

15.0 WARRANTY OF SERVICES:

15.1 Definitions: "Acceptance" as used in this clause, means the act of an authorized representative of

the City by which the City assumes for itself, approval of specific services, as partial or complete performance of the contract.

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

- 15.2 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-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance and/or (3) the Contractor being found in breach of contract, and the contract terminated.
- 15.3 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.
- 15.4 If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

EXHIBIT "C"
EQUAL EMPLOYMENT OPPORTUNITY

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

EXHIBIT "D"
MWBE REQUIREMENTS

ATTACHMENT "C"
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. _____ (M/WBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Affirmative Action Director ("the Director")
2. _____ (M/WBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. As 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 ahs 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 other wise 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.

ATTACHMENT "D"

**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, James R. DuPriest General Manager as an owner or officer of
(Name) (Print/Type) (Title)

DUPS INC. (Contractor)
(Name of Company)

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

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

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

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

Date August 18, 2007

Contractor Name DUPS INC.

Signature James R. DuPriest

Title General Manager

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

I, James R. Dupriest General Manager
(Name)(Print/Type) (Title)

as an owner or officer of DUPS INC. (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.

August 18, 2007
Date

DUPS INC.
Contractor Name

James R. Dupriest
Signature

General Manager
Title

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

I, James R. Dupriest
(NAME) (PRINT/TYPE)

as an owner or officer of DUPS INC. (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.

August 18, 2007
DATE

DUPS INC.
CONTRACTOR NAME

James R. Dupriest
SIGNATURE

General Manager
TITLE

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

I, James R. Dupriest General Mgr. as an owner or officer of
 (Name) (Print/Type) (Title)
DUPS INC. (Contractor or Vendor)
 (Name of Company)

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

This reporting period covers the preceding 6 months from April 1 to Sept. 30, 20 07.

JRD
 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).

JRD
 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.

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

NA
 Initials Appropriate safety impact positions have been designated for employee positions performing on the City of Houston contract. The number of employees in safety impact positions during this reporting period is 0.

JRD
 Initials From April 1 to Sept 30 the following test has occurred
 (Start date) (End date)

	Random	Reasonable Suspicion	Post Accident	Total
Number Employees Tested	2			
Number Employees Positive	0			
Percent Employees Positive	0			

JRD
 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.

JRD
 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.

August 18, 2007
 (Date)

James R. Dupriest
 (Typed or Printed Name)
James R. Dupriest
 (Signature)
General Manager
 (Title)

**EXHIBIT "H"
FEES AND COSTS**

BID ITEM NO.	DESCRIPTION	UNIT	DUPS INC. UNIT PRICE
YEAR ONE (1)			
1	PART 1- NON-AUTMATED SITES TRIP CHARGE FOR NON-EMERGENCY CALLS TO CITY LOCATION FLAT RATE PER TRIP TO CITY LOCATION (NON-EMERGENCY) TECHNICIAN ONLY	PER TRIP	\$45.00
2	PART 1- NON-AUTMATED SITES TRIP CHARGE FOR NON-EMERGENCY CALLS TO CITY LOCATION FLAT RATE PER TRIP TO CITY LOCATION (NON-EMERGENCY) TECHNICIAN AND 1 TECHNICIAN HELPER	PER TRIP	\$45.00
3	PART 1- NON-AUTMATED SITES TRIP CHARGE FOR NON-EMERGENCY CALLS TO CITY LOCATION SERVICE CALL FLAT RATE (NON-EMERGENCY) TECHNICIAN ONLY	PER CALL	\$45.00
4	PART 1- NON-AUTMATED SITES TRIP CHARGE FOR NON-EMERGENCY CALLS TO CITY LOCATION SERVICE CALL FLAT RATE (NON-EMERGENCY) TECHNICIAN AND 1 TECHNICIAN HELPER	PER CALL	\$57.00
5	PART 1- NON-AUTMATED SITES TRIP CHARGE FOR EMERGENCY CALLS TO CITY LOCATION FLAT RATE PER TRIP TO CITY LOCATION (EMERGENCY) TECHNICIAN ONLY	PER TRIP	\$45.00

6	PART 1- NON-AUTMATED SITES TRIP CHARGE FOR EMERGENCY CALLS TO CITY LOCATION FLAT RATE PER TRIP TO CITY LOCATION (EMERGENCY) TECHNICIAN AND 1 TECHNICIAN HELPER	PER TRIP	\$57.00
7	PART 1- NON-AUTMATED SITES TRIP CHARGE FOR EMERGENCY CALLS TO CITY LOCATION SERVICE CALL FLAT RATE (EMERGENCY) TECHNICIAN ONLY	PER CALL	\$45.00
8	PART 1- NON-AUTMATED SITES TRIP CHARGE FOR EMERGENCY CALLS TO CITY LOCATION SERVICE CALL FLAT RATE (EMERGENCY) TECHNICIAN AND 1 TECHNICIAN HELPER	PER CALL	\$57.00
9	PART 1- NON-AUTMATED SITES LABOR AT CITY LOCATION LABOR (TECHNICIAN) AT CITY LOCATION	PER HOUR	\$45.00
10	PART 1- NON-AUTMATED SITES LABOR AT CITY LOCATION LABOR (TECHNICIAN'S HELPER) AT CITY LOCATION	PER HOUR	\$12.00
11	PART 1- NON-AUTMATED SITES LABOR AT CONTRACTOR'S FACILITY LABOR (TECHNICIAN) AT CONTRACTOR FACILITY	PER HOUR	\$15.00
12	PART 1- NON-AUTMATED SITES LABOR AT CONTRACTOR'S FACILITY LABOR (TECHNICIAN'S HELPER) AT CONTRACTOR FACILITY	PER HOUR	\$12.00
13	PART 1- NON-AUTMATED SITES EMERGENCY LABOR LABOR (TECHNICIAN) FOR EMERGENCY SERVICE (NIGHTS-WEEKENDS OR DAY EMERGENCY)- REQUIRES RESPONSE TIME WITHIN 4 HOURS	PER HOUR	\$45.00

14	PART 1- NON-AUTMATED SITES EMERGENCY LABOR LABOR (TECHNICIAN'S HELPER) FOR EMERGENCY SERVICE (NIGHTS-WEEKENDS OR DAY EMERGENCY)- REQUIRES RESPONSE TIME WITHIN 4 HOURS	PER HOUR	\$12.00
15	PART 1- NON-AUTMATED SITES REMOVAL OF WATER AND TRASH FROM UNDERGROUND FUEL TANKS AND/OR LINES MINIMUM COST PER TRIP TO PUMP OUT WATER AND TRASH FROM UNDERGROUND FUEL TANKS AND/OR LINES (COST INCLUDES DISPOSAL)	PER TRIP	\$45.00
16	PART 1- NON-AUTMATED SITES REMOVAL OF WATER AND TRASH FROM UNDERGROUND FUEL TANKS AND/OR LINES MINIMUM COST PER GALLON TO PUMP OUT WATER AND TRASH FROM UNDERGROUND FUEL TANKS AND/OR LINES (COST INCLUDES DISPOSAL)	PER GALLON	\$1.25
17	PART 1- NON-AUTMATED SITES EMERGENCY OR NON-EMERGENCY (ONE RATE) LABOR CORRECTIVE ACTION PROJECT MANAGER (CAPM)-TCEQ LICENSED-ANY TIME 24 HOURS A DAY-7 DAYS A WEEK	PER HOUR	\$80.00
18	PART 1- NON-AUTMATED SITES EMERGENCY OR NON-EMERGENCY (ONE RATE) LABOR CORRECTIVE ACTION SPECIALIST (RCAS)-TCEQ LICENSED-ANY TIME 24 HOURS A DAY-7 DAYS A WEEK	PER HOUR	\$65.00

19	PART 1- NON-AUTMATED SITES NEW MATERIALS, NEW MATERIALS AS NEEDED AT ACTUAL COST PLUS MARK-UP PERCENTAGE	COST PLUS MARK-UP	10%
20	PART 1- NON-AUTMATED SITES RE-BUILT MATERIALS, RE-BUILT MATERIALS AS NEEDED AT ACTUAL COST PLUS MARK-UP PERCENTAGE	COST PLUS MARK-UP	10%
21	PART 1- NON-AUTOMATED SITES USED MATERIALS, USED MATERIALS AS NEEDED AT CITY NEGOTIATED COST PLUS MARK-UP PERCENTAGE	COST PLUS MARK-UP	10%
22	PART 2- AUTOMATED SITES TRIP CHARGE FOR NON-EMERGENCY CALLS TO CITY LOCATION FLAT RATE PER TRIP TO CITY LOCATION (NON-EMERGENCY) TECHNICIAN ONLY	PER TRIP	\$45.00
23	PART 2- AUTOMATED SITES TRIP CHARGE FOR NON-EMERGENCY CALLS TO CITY LOCATION FLAT RATE PER TRIP TO CITY LOCATION (NON-EMERGENCY) TECHNICIAN AND 1 TECHNICIAN HELPER	PER TRIP	\$45.00
24	PART 2- AUTOMATED SITES TRIP CHARGE FOR NON-EMERGENCY CALLS TO CITY LOCATION SERVICE CALL FLAT RATE (NON-EMERGENCY) TECHNICIAN ONLY	PER CALL	\$45.00
25	PART 2- AUTOMATED SITES TRIP CHARGE FOR NON-EMERGENCY CALLS TO CITY LOCATION SERVICE CALL FLAT RATE (NON-EMERGENCY) TECHNICIAN AND 1 TECHNICIAN HELPER	PER CALL	\$45.00

26	PART 2- AUTOMATED SITES TRIP CHARGE FOR EMERGENCY CALLS TO CITY LOCATION FLAT RATE PER TRIP TO CITY LOCATION (EMERGENCY) TECHNICIAN ONLY	PER TRIP	\$45.00
27	PART 2- AUTOMATED SITES TRIP CHARGE FOR EMERGENCY CALLS TO CITY LOCATION FLAT RATE PER TRIP TO CITY LOCATION (EMERGENCY) TECHNICIAN AND 1 TECHNICIAN HELPER	PER TRIP	\$57.00
28	PART 2- AUTOMATED SITES TRIP CHARGE FOR EMERGENCY CALLS TO CITY LOCATION SERVICE CALL FLAT RATE (EMERGENCY) TECHNICIAN ONLY	PER CALL	\$45.00
29	PART 2- AUTOMATED SITES TRIP CHARGE FOR EMERGENCY CALLS TO CITY LOCATION SERVICE CALL FLAT RATE (EMERGENCY) TECHNICIAN AND 1 TECHNICIAN HELPER	PER CALL	\$57.00
30	PART 2- AUTOMATED SITES LABOR AT CITY LOCATION LABOR (TECHNICIAN) AT CITY LOCATION	PER HOUR	\$45.00
31	PART 2- AUTOMATED SITES LABOR AT CITY LOCATION LABOR (TECHNICIAN'S HELPER) AT CITY LOCATION	PER HOUR	\$12.00
32	PART 2- AUTOMATED SITES LABOR AT CONTRACTOR'S FACILITY LABOR (TECHNICIAN) AT CONTRACTOR FACILITY	PER HOUR	\$15.00
33	PART 2- AUTOMATED SITES LABOR AT CONTRACTOR'S FACILITY LABOR (TECHNICIAN'S HELPER) AT CONTRACTOR FACILITY	PER HOUR	\$12.00

34	PART 2- AUTOMATED SITES EMERGENCY LABOR LABOR (TECHNICIAN) FOR EMERGENCY SERVICE (NIGHTS-WEEKENDS OR DAY EMERGENCY)- REQUIRES RESPONSE TIME WITHIN 4 HOURS	PER HOUR	\$45.00
35	PART 2- AUTOMATED SITES EMERGENCY LABOR LABOR (TECHNICIAN'S HELPER) FOR EMERGENCY SERVICE (NIGHTS-WEEKENDS OR DAY EMERGENCY)- REQUIRES RESPONSE TIME WITHIN 4 HOURS	PER HOUR	\$12.00
36	PART 2- AUTOMATED SITES REMOVAL OF WATER AND TRASH FROM UNDERGROUND FUEL TANKS AND/OR LINES MINIMUM COST PER TRIP TO PUMP OUT WATER AND TRASH FROM UNDERGROUND FUEL TANKS AND/OR LINES (COST INCLUDES DISPOSAL)	PER TRIP	\$45.00
37	PART 2- AUTOMATED SITES REMOVAL OF WATER AND TRASH FROM UNDERGROUND FUEL TANKS AND/OR LINES MINIMUM COST PER GALLON TO PUMP OUT WATER AND TRASH FROM UNDERGROUND FUEL TANKS AND/OR LINES (COST INCLUDES DISPOSAL)	PER GALLON	\$1.25
38	PART 2- AUTOMATED SITES EMERGENCY OR NON-EMERGENCY (ONE RATE) LABOR CORRECTIVE ACTION PROJECT MANAGER (CAPM)-TCEQ LICENSED-ANY TIME 24 HOURS A DAY-7 DAYS A WEEK	PER HOUR	\$80.00

39	PART 2- AUTOMATED SITES EMERGENCY OR NON-EMERGENCY (ONE RATE) LABOR CORRECTIVE ACTION SPECIALIST (RCAS)-TCEQ LICENSED-ANY TIME 24 HOURS A DAY-7 DAYS A WEEK	PER HOUR	\$65.00
40	PART 2- AUTOMATED SITES NEW MATERIALS, NEW MATERIALS AS NEEDED AT ACTUAL COST PLUS MARK-UP PERCENTAGE	COST PLUS MARK-UP	10%
41	PART 2- AUTOMATED SITES RE-BUILT MATERIALS, RE-BUILT MATERIALS AS NEEDED AT ACTUAL COST PLUS MARK-UP PERCENTAGE	COST PLUS MARK-UP	10%
42	PART 2- AUTOMATED SITES USED MATERIALS, USED MATERIALS AS NEEDED AT CITY NEGOTIATED COST PLUS MARK-UP PERCENTAGE	COST PLUS MARK-UP	10%

BID ITEM NO.	DESCRIPTION	UNIT	DUPS INC. UNIT PRICE
YEAR TWO (2)			
1	PART 1- NON-AUTMATED SITES TRIP CHARGE FOR NON-EMERGENCY CALLS TO CITY LOCATION FLAT RATE PER TRIP TO CITY LOCATION (NON-EMERGENCY) TECHNICIAN ONLY	PER TRIP	\$45.00
2	PART 1- NON-AUTMATED SITES TRIP CHARGE FOR NON-EMERGENCY CALLS TO CITY LOCATION FLAT RATE PER TRIP TO CITY LOCATION (NON-EMERGENCY) TECHNICIAN AND 1 TECHNICIAN HELPER	PER TRIP	\$45.00

3	PART 1- NON-AUTMATED SITES TRIP CHARGE FOR NON-EMERGENCY CALLS TO CITY LOCATION SERVICE CALL FLAT RATE (NON-EMERGENCY) TECHNICIAN ONLY	PER CALL	\$45.00
4	PART 1- NON-AUTMATED SITES TRIP CHARGE FOR NON-EMERGENCY CALLS TO CITY LOCATION SERVICE CALL FLAT RATE (NON-EMERGENCY) TECHNICIAN AND 1 TECHNICIAN HELPER	PER CALL	\$57.00
5	PART 1- NON-AUTMATED SITES TRIP CHARGE FOR EMERGENCY CALLS TO CITY LOCATION FLAT RATE PER TRIP TO CITY LOCATION (EMERGENCY) TECHNICIAN ONLY	PER TRIP	\$45.00
6	PART 1- NON-AUTMATED SITES TRIP CHARGE FOR EMERGENCY CALLS TO CITY LOCATION FLAT RATE PER TRIP TO CITY LOCATION (EMERGENCY) TECHNICIAN AND 1 TECHNICIAN HELPER	PER TRIP	\$57.00
7	PART 1- NON-AUTMATED SITES TRIP CHARGE FOR EMERGENCY CALLS TO CITY LOCATION SERVICE CALL FLAT RATE (EMERGENCY) TECHNICIAN ONLY	PER CALL	\$45.00
8	PART 1- NON-AUTMATED SITES TRIP CHARGE FOR EMERGENCY CALLS TO CITY LOCATION SERVICE CALL FLAT RATE (EMERGENCY) TECHNICIAN AND 1 TECHNICIAN HELPER	PER CALL	\$57.00
9	PART 1- NON-AUTMATED SITES LABOR AT CITY LOCATION LABOR (TECHNICIAN) AT CITY LOCATION	PER HOUR	\$45.00
10	PART 1- NON-AUTMATED SITES LABOR AT CITY LOCATION LABOR (TECHNICIAN'S HELPER) AT CITY LOCATION	PER HOUR	\$12.00

11	PART 1- NON-AUTMATED SITES LABOR AT CONTRACTOR'S FACILITY LABOR (TECHNICIAN) AT CONTRACTOR FACILITY	PER HOUR	\$15.00
12	PART 1- NON-AUTMATED SITES LABOR AT CONTRACTOR'S FACILITY LABOR (TECHNICIAN'S HELPER) AT CONTRACTOR FACILITY	PER HOUR	\$12.00
13	PART 1- NON-AUTMATED SITES EMERGENCY LABOR LABOR (TECHNICIAN) FOR EMERGENCY SERVICE (NIGHTS-WEEKENDS OR DAY EMERGENCY)- REQUIRES RESPONSE TIME WITHIN 4 HOURS	PER HOUR	\$45.00
14	PART 1- NON-AUTMATED SITES EMERGENCY LABOR LABOR (TECHNICIAN'S HELPER) FOR EMERGENCY SERVICE (NIGHTS-WEEKENDS OR DAY EMERGENCY)- REQUIRES RESPONSE TIME WITHIN 4 HOURS	PER HOUR	\$12.00
15	PART 1- NON-AUTMATED SITES REMOVAL OF WATER AND TRASH FROM UNDERGROUND FUEL TANKS AND/OR LINES MINIMUM COST PER TRIP TO PUMP OUT WATER AND TRASH FROM UNDERGROUND FUEL TANKS AND/OR LINES (COST INCLUDES DISPOSAL)	PER TRIP	\$45.00
16	PART 1- NON-AUTMATED SITES REMOVAL OF WATER AND TRASH FROM UNDERGROUND FUEL TANKS AND/OR LINES MINIMUM COST PER GALLON TO PUMP OUT WATER AND TRASH FROM UNDERGROUND FUEL TANKS AND/OR LINES (COST INCLUDES DISPOSAL)	PER GALLON	\$1.25

17	PART 1- NON-AUTMATED SITES EMEREGENCY OR NON-EMERGENCY (ONE RATE) LABOR CORRECTIVE ACTION PROJECT MANAGER (CAPM)-TCEQ LICENSED-ANY TIME 24 HOURS A DAY-7 DAYS A WEEK	PER HOUR	\$80.00
18	PART 1- NON-AUTMATED SITES EMEREGENCY OR NON-EMERGENCY (ONE RATE) LABOR CORRECTIVE ACTION SPECIALIST (RCAS)-TCEQ LICENSED-ANY TIME 24 HOURS A DAY-7 DAYS A WEEK	PER HOUR	\$65.00
19	PART 1- NON-AUTMATED SITES NEW MATERIALS, NEW MATERIALS AS NEEDED AT ACTUAL COST PLUS MARK-UP PERCENTAGE	COST PLUS MARK-UP	10%
20	PART 1- NON-AUTMATED SITES RE-BUILT MATERIALS, RE-BUILT MATERIALS AS NEEDED AT ACTUAL COST PLUS MARK-UP PERCENTAGE	COST PLUS MARK-UP	10%
21	PART 1- NON-AUTOMATED SITES USED MATERIALS, USED MATERIALS AS NEEDED AT CITY NEGOTIATED COST PLUS MARK-UP PERCENTAGE	COST PLUS MARK-UP	10%
22	PART 2- AUTOMATED SITES TRIP CHARGE FOR NON-EMERGENCY CALLS TO CITY LOCATION FLAT RATE PER TRIP TO CITY LOCATION (NON-EMERGENCY) TECHNICIAN ONLY	PER TRIP	\$45.00
23	PART 2- AUTOMATED SITES TRIP CHARGE FOR NON-EMERGENCY CALLS TO CITY LOCATION FLAT RATE PER TRIP TO CITY LOCATION (NON-EMERGENCY) TECHNICIAN AND 1 TECHNICIAN HELPER	PER TRIP	\$45.00

24	PART 2- AUTOMATED SITES TRIP CHARGE FOR NON-EMERGENCY CALLS TO CITY LOCATION SERVICE CALL FLAT RATE (NON-EMERGENCY) TECHNICIAN ONLY	PER CALL	\$45.00
25	PART 2- AUTOMATED SITES TRIP CHARGE FOR NON-EMERGENCY CALLS TO CITY LOCATION SERVICE CALL FLAT RATE (NON-EMERGENCY) TECHNICIAN AND 1 TECHNICIAN HELPER	PER CALL	\$45.00
26	PART 2- AUTOMATED SITES TRIP CHARGE FOR EMERGENCY CALLS TO CITY LOCATION FLAT RATE PER TRIP TO CITY LOCATION (EMERGENCY) TECHNICIAN ONLY	PER TRIP	\$45.00
27	PART 2- AUTOMATED SITES TRIP CHARGE FOR EMERGENCY CALLS TO CITY LOCATION FLAT RATE PER TRIP TO CITY LOCATION (EMERGENCY) TECHNICIAN AND 1 TECHNICIAN HELPER	PER TRIP	\$57.00
28	PART 2- AUTOMATED SITES TRIP CHARGE FOR EMERGENCY CALLS TO CITY LOCATION SERVICE CALL FLAT RATE (EMERGENCY) TECHNICIAN ONLY	PER CALL	\$45.00
29	PART 2- AUTOMATED SITES TRIP CHARGE FOR EMERGENCY CALLS TO CITY LOCATION SERVICE CALL FLAT RATE (EMERGENCY) TECHNICIAN AND 1 TECHNICIAN HELPER	PER CALL	\$57.00
30	PART 2- AUTOMATED SITES LABOR AT CITY LOCATION LABOR (TECHNICIAN) AT CITY LOCATION	PER HOUR	\$45.00
31	PART 2- AUTOMATED SITES LABOR AT CITY LOCATION LABOR (TECHNICIAN'S HELPER) AT CITY LOCATION	PER HOUR	\$12.00

32	PART 2- AUTOMATED SITES LABOR AT CONTRACTOR'S FACILITY LABOR (TECHNICIAN) AT CONTRACTOR FACILITY	PER HOUR	\$15.00
33	PART 2- AUTOMATED SITES LABOR AT CONTRACTOR'S FACILITY LABOR (TECHNICIAN'S HELPER) AT CONTRACTOR FACILITY	PER HOUR	\$12.00
34	PART 2- AUTOMATED SITES EMERGENCY LABOR LABOR (TECHNICIAN) FOR EMERGENCY SERVICE (NIGHTS-WEEKENDS OR DAY EMERGENCY)- REQUIRES RESPONSE TIME WITHIN 4 HOURS	PER HOUR	\$57.00
35	PART 2- AUTOMATED SITES EMERGENCY LABOR LABOR (TECHNICIAN'S HELPER) FOR EMERGENCY SERVICE (NIGHTS-WEEKENDS OR DAY EMERGENCY)- REQUIRES RESPONSE TIME WITHIN 4 HOURS	PER HOUR	\$12.00
36	PART 2- AUTOMATED SITES REMOVAL OF WATER AND TRASH FROM UNDERGROUND FUEL TANKS AND/OR LINES MINIMUM COST PER TRIP TO PUMP OUT WATER AND TRASH FROM UNDERGROUND FUEL TANKS AND/OR LINES (COST INCLUDES DISPOSAL)	PER TRIP	\$45.00
37	PART 2- AUTOMATED SITES REMOVAL OF WATER AND TRASH FROM UNDERGROUND FUEL TANKS AND/OR LINES MINIMUM COST PER GALLON TO PUMP OUT WATER AND TRASH FROM UNDERGROUND FUEL TANKS AND/OR LINES (COST INCLUDES DISPOSAL)	PER GALLON	\$1.25

38	PART 2- AUTOMATED SITES EMERGENCY OR NON-EMERGENCY (ONE RATE) LABOR CORRECTIVE ACTION PROJECT MANAGER (CAPM)-TCEQ LICENSED-ANY TIME 24 HOURS A DAY-7 DAYS A WEEK	PER HOUR	\$80.00
39	PART 2- AUTOMATED SITES EMERGENCY OR NON-EMERGENCY (ONE RATE) LABOR CORRECTIVE ACTION SPECIALIST (RCAS)-TCEQ LICENSED-ANY TIME 24 HOURS A DAY-7 DAYS A WEEK	PER HOUR	\$65.00
40	PART 2- AUTOMATED SITES NEW MATERIALS, NEW MATERIALS AS NEEDED AT ACTUAL COST PLUS MARK-UP PERCENTAGE	COST PLUS MARK-UP	10%
41	PART 2- AUTOMATED SITES RE-BUILT MATERIALS, RE-BUILT MATERIALS AS NEEDED AT ACTUAL COST PLUS MARK-UP PERCENTAGE	COST PLUS MARK-UP	10%
42	PART 2- AUTOMATED SITES USED MATERIALS, USED MATERIALS AS NEEDED AT CITY NEGOTIATED COST PLUS MARK-UP PERCENTAGE	COST PLUS MARK-UP	10%

BID ITEM NO.	DESCRIPTION	UNIT	DUPS INC. UNIT PRICE
YEAR THREE (3)			
1	PART 1- NON-AUTMATED SITES TRIP CHARGE FOR NON-EMERGENCY CALLS TO CITY LOCATION FLAT RATE PER TRIP TO CITY LOCATION (NON-EMERGENCY) TECHNICIAN ONLY	PER TRIP	\$45.00

2	PART 1- NON-AUTMATED SITES TRIP CHARGE FOR NON-EMERGENCY CALLS TO CITY LOCATION FLAT RATE PER TRIP TO CITY LOCATION (NON-EMERGENCY) TECHNICIAN AND 1 TECHNICIAN HELPER	PER TRIP	\$45.00
3	PART 1- NON-AUTMATED SITES TRIP CHARGE FOR NON-EMERGENCY CALLS TO CITY LOCATION SERVICE CALL FLAT RATE (NON-EMERGENCY) TECHNICIAN ONLY	PER CALL	\$45.00
4	PART 1- NON-AUTMATED SITES TRIP CHARGE FOR NON-EMERGENCY CALLS TO CITY LOCATION SERVICE CALL FLAT RATE (NON-EMERGENCY) TECHNICIAN AND 1 TECHNICIAN HELPER	PER CALL	\$57.00
5	PART 1- NON-AUTMATED SITES TRIP CHARGE FOR EMERGENCY CALLS TO CITY LOCATION FLAT RATE PER TRIP TO CITY LOCATION (EMERGENCY) TECHNICIAN ONLY	PER TRIP	\$45.00
6	PART 1- NON-AUTMATED SITES TRIP CHARGE FOR EMERGENCY CALLS TO CITY LOCATION FLAT RATE PER TRIP TO CITY LOCATION (EMERGENCY) TECHNICIAN AND 1 TECHNICIAN HELPER	PER TRIP	\$57.00
7	PART 1- NON-AUTMATED SITES TRIP CHARGE FOR EMERGENCY CALLS TO CITY LOCATION SERVICE CALL FLAT RATE (EMERGENCY) TECHNICIAN ONLY	PER CALL	\$45.00
8	PART 1- NON-AUTMATED SITES TRIP CHARGE FOR EMERGENCY CALLS TO CITY LOCATION SERVICE CALL FLAT RATE (EMERGENCY) TECHNICIAN AND 1 TECHNICIAN HELPER	PER CALL	\$57.00

9	PART 1- NON-AUTMATED SITES LABOR AT CITY LOCATION LABOR (TECHNICIAN) AT CITY LOCATION	PER HOUR	\$45.00
10	PART 1- NON-AUTMATED SITES LABOR AT CITY LOCATION LABOR (TECHNICIAN'S HELPER) AT CITY LOCATION	PER HOUR	\$12.00
11	PART 1- NON-AUTMATED SITES LABOR AT CONTRACTOR'S FACILITY LABOR (TECHNICIAN) AT CONTRACTOR FACILITY	PER HOUR	\$15.00
12	PART 1- NON-AUTMATED SITES LABOR AT CONTRACTOR'S FACILITY LABOR (TECHNICIAN'S HELPER) AT CONTRACTOR FACILITY	PER HOUR	\$12.00
13	PART 1- NON-AUTMATED SITES EMERGENCY LABOR LABOR (TECHNICIAN) FOR EMERGENCY SERVICE (NIGHTS- WEEKENDS OR DAY EMERGENCY)- REQUIRES RESPONSE TIME WITHIN 4 HOURS	PER HOUR	\$45.00
14	PART 1- NON-AUTMATED SITES EMERGENCY LABOR LABOR (TECHNICIAN'S HELPER) FOR EMERGENCY SERVICE (NIGHTS-WEEKENDS OR DAY EMERGENCY)- REQUIRES RESPONSE TIME WITHIN 4 HOURS	PER HOUR	\$12.00
15	PART 1- NON-AUTMATED SITES REMOVAL OF WATER AND TRASH FROM UNDERGROUND FUEL TANKS AND/OR LINES MINIMUM COST PER TRIP TO PUMP OUT WATER AND TRASH FROM UNDERGROUND FUEL TANKS AND/OR LINES (COST INCLUDES DISPOSAL)	PER TRIP	\$45.00

16	PART 1- NON-AUTMATED SITES REMOVAL OF WATER AND TRASH FROM UNDERGROUND FUEL TANKS AND/OR LINES MINIMUM COST PER GALLON TO PUMP OUT WATER AND TRASH FROM UNDERGROUND FUEL TANKS AND/OR LINES (COST INCLUDES DISPOSAL)	PER GALLON	\$1.25
17	PART 1- NON-AUTMATED SITES EMEREGENCY OR NON-EMERGENCY (ONE RATE) LABOR CORRECTIVE ACTION PROJECT MANAGER (CAPM)-TCEQ LICENSED-ANY TIME 24 HOURS A DAY-7 DAYS A WEEK	PER HOUR	\$80.00
18	PART 1- NON-AUTMATED SITES EMEREGENCY OR NON-EMERGENCY (ONE RATE) LABOR CORRECTIVE ACTION SPECIALIST (RCAS)-TCEQ LICENSED-ANY TIME 24 HOURS A DAY-7 DAYS A WEEK	PER HOUR	\$65.00
19	PART 1- NON-AUTMATED SITES NEW MATERIALS, NEW MATERIALS AS NEEDED AT ACTUAL COST PLUS MARK-UP PERCENTAGE	COST PLUS MARK-UP	10%
20	PART 1- NON-AUTMATED SITES RE-BUILT MATERIALS, RE-BUILT MATERIALS AS NEEDED AT ACTUAL COST PLUS MARK-UP PERCENTAGE	COST PLUS MARK-UP	10%
21	PART 1- NON-AUTOMATED SITES USED MATERIALS, USED MATERIALS AS NEEDED AT CITY NEGOTIATED COST PLUS MARK-UP PERCENTAGE	COST PLUS MARK-UP	10%
22	PART 2- AUTOMATED SITES TRIP CHARGE FOR NON-EMERGENCY CALLS TO CITY LOCATION FLAT RATE PER TRIP TO CITY LOCATION (NON-EMERGENCY) TECHNICIAN ONLY	PER TRIP	\$45.00

23	PART 2- AUTOMATED SITES TRIP CHARGE FOR NON-EMERGENCY CALLS TO CITY LOCATION FLAT RATE PER TRIP TO CITY LOCATION (NON-EMERGENCY) TECHNICIAN AND 1 TECHNICIAN HELPER	PER TRIP	\$45.00
24	PART 2- AUTOMATED SITES TRIP CHARGE FOR NON-EMERGENCY CALLS TO CITY LOCATION SERVICE CALL FLAT RATE (NON-EMERGENCY) TECHNICIAN ONLY	PER CALL	\$45.00
25	PART 2- AUTOMATED SITES TRIP CHARGE FOR NON-EMERGENCY CALLS TO CITY LOCATION SERVICE CALL FLAT RATE (NON-EMERGENCY) TECHNICIAN AND 1 TECHNICIAN HELPER	PER CALL	\$45.00
26	PART 2- AUTOMATED SITES TRIP CHARGE FOR EMERGENCY CALLS TO CITY LOCATION FLAT RATE PER TRIP TO CITY LOCATION (EMERGENCY) TECHNICIAN ONLY	PER TRIP	\$45.00
27	PART 2- AUTOMATED SITES TRIP CHARGE FOR EMERGENCY CALLS TO CITY LOCATION FLAT RATE PER TRIP TO CITY LOCATION (EMERGENCY) TECHNICIAN AND 1 TECHNICIAN HELPER	PER TRIP	\$57.00
28	PART 2- AUTOMATED SITES TRIP CHARGE FOR EMERGENCY CALLS TO CITY LOCATION SERVICE CALL FLAT RATE (EMERGENCY) TECHNICIAN ONLY	PER CALL	\$45.00
29	PART 2- AUTOMATED SITES TRIP CHARGE FOR EMERGENCY CALLS TO CITY LOCATION SERVICE CALL FLAT RATE (EMERGENCY) TECHNICIAN AND 1 TECHNICIAN HELPER	PER CALL	\$57.00

30	PART 2- AUTOMATED SITES LABOR AT CITY LOCATION LABOR (TECHNICIAN) AT CITY LOCATION	PER HOUR	\$45.00
31	PART 2- AUTOMATED SITES LABOR AT CITY LOCATION LABOR (TECHNICIAN'S HELPER) AT CITY LOCATION	PER HOUR	\$12.00
32	PART 2- AUTOMATED SITES LABOR AT CONTRACTOR'S FACILITY LABOR (TECHNICIAN) AT CONTRACTOR FACILITY	PER HOUR	\$15.00
33	PART 2- AUTOMATED SITES LABOR AT CONTRACTOR'S FACILITY LABOR (TECHNICIAN'S HELPER) AT CONTRACTOR FACILITY	PER HOUR	\$12.00
34	PART 2- AUTOMATED SITES EMERGENCY LABOR LABOR (TECHNICIAN) FOR EMERGENCY SERVICE (NIGHTS- WEEKENDS OR DAY EMERGENCY)- REQUIRES RESPONSE TIME WITHIN 4 HOURS	PER HOUR	\$57.00
35	PART 2- AUTOMATED SITES EMERGENCY LABOR LABOR (TECHNICIAN'S HELPER) FOR EMERGENCY SERVICE (NIGHTS-WEEKENDS OR DAY EMERGENCY)- REQUIRES RESPONSE TIME WITHIN 4 HOURS	PER HOUR	\$12.00
36	PART 2- AUTOMATED SITES REMOVAL OF WATER AND TRASH FROM UNDERGROUND FUEL TANKS AND/OR LINES MINIMUM COST PER TRIP TO PUMP OUT WATER AND TRASH FROM UNDERGROUND FUEL TANKS AND/OR LINES (COST INCLUDES DISPOSAL)	PER TRIP	\$45.00

37	PART 2- AUTOMATED SITES REMOVAL OF WATER AND TRASH FROM UNDERGROUND FUEL TANKS AND/OR LINES MINIMUM COST PER GALLON TO PUMP OUT WATER AND TRASH FROM UNDERGROUND FUEL TANKS AND/OR LINES (COST INCLUDES DISPOSAL)	PER GALLON	\$1.25
38	PART 2- AUTOMATED SITES EMERGENCY OR NON-EMERGENCY (ONE RATE) LABOR CORRECTIVE ACTION PROJECT MANAGER (CAPM)-TCEQ LICENSED-ANY TIME 24 HOURS A DAY-7 DAYS A WEEK	PER HOUR	\$80.00
39	PART 2- AUTOMATED SITES EMERGENCY OR NON-EMERGENCY (ONE RATE) LABOR CORRECTIVE ACTION SPECIALIST (RCAS)-TCEQ LICENSED-ANY TIME 24 HOURS A DAY-7 DAYS A WEEK	PER HOUR	\$65.00
40	PART 2- AUTOMATED SITES NEW MATERIALS, NEW MATERIALS AS NEEDED AT ACTUAL COST PLUS MARK-UP PERCENTAGE	COST PLUS MARK-UP	10%
41	PART 2- AUTOMATED SITES RE-BUILT MATERIALS, RE-BUILT MATERIALS AS NEEDED AT ACTUAL COST PLUS MARK-UP PERCENTAGE	COST PLUS MARK-UP	10%
42	PART 2- AUTOMATED SITES USED MATERIALS, USED MATERIALS AS NEEDED AT CITY NEGOTIATED COST PLUS MARK-UP PERCENTAGE	COST PLUS MARK-UP	10%

BID ITEM NO.	DESCRIPTION	UNIT	DUPS INC. UNIT PRICE
YEAR FOUR (4), OPTION YEAR ONE			

(1)			
1	PART 1- NON-AUTMATED SITES TRIP CHARGE FOR NON-EMERGENCY CALLS TO CITY LOCATION FLAT RATE PER TRIP TO CITY LOCATION (NON-EMERGENCY) TECHNICIAN ONLY	PER TRIP	\$45.00
2	PART 1- NON-AUTMATED SITES TRIP CHARGE FOR NON-EMERGENCY CALLS TO CITY LOCATION FLAT RATE PER TRIP TO CITY LOCATION (NON-EMERGENCY) TECHNICIAN AND 1 TECHNICIAN HELPER	PER TRIP	\$45.00
3	PART 1- NON-AUTMATED SITES TRIP CHARGE FOR NON-EMERGENCY CALLS TO CITY LOCATION SERVICE CALL FLAT RATE (NON-EMERGENCY) TECHNICIAN ONLY	PER CALL	\$45.00
4	PART 1- NON-AUTMATED SITES TRIP CHARGE FOR NON-EMERGENCY CALLS TO CITY LOCATION SERVICE CALL FLAT RATE (NON-EMERGENCY) TECHNICIAN AND 1 TECHNICIAN HELPER	PER CALL	\$57.00
5	PART 1- NON-AUTMATED SITES TRIP CHARGE FOR EMERGENCY CALLS TO CITY LOCATION FLAT RATE PER TRIP TO CITY LOCATION (EMERGENCY) TECHNICIAN ONLY	PER TRIP	\$45.00
6	PART 1- NON-AUTMATED SITES TRIP CHARGE FOR EMERGENCY CALLS TO CITY LOCATION FLAT RATE PER TRIP TO CITY LOCATION (EMERGENCY) TECHNICIAN AND 1 TECHNICIAN HELPER	PER TRIP	\$57.00

7	PART 1- NON-AUTMATED SITES TRIP CHARGE FOR EMERGENCY CALLS TO CITY LOCATION SERVICE CALL FLAT RATE (EMERGENCY) TECHNICIAN ONLY	PER CALL	\$45.00
8	PART 1- NON-AUTMATED SITES TRIP CHARGE FOR EMERGENCY CALLS TO CITY LOCATION SERVICE CALL FLAT RATE (EMERGENCY) TECHNICIAN AND 1 TECHNICIAN HELPER	PER CALL	\$57.00
9	PART 1- NON-AUTMATED SITES LABOR AT CITY LOCATION LABOR (TECHNICIAN) AT CITY LOCATION	PER HOUR	\$45.00
10	PART 1- NON-AUTMATED SITES LABOR AT CITY LOCATION LABOR (TECHNICIAN'S HELPER) AT CITY LOCATION	PER HOUR	\$12.00
11	PART 1- NON-AUTMATED SITES LABOR AT CONTRACTOR'S FACILITY LABOR (TECHNICIAN) AT CONTRACTOR FACILITY	PER HOUR	\$15.00
12	PART 1- NON-AUTMATED SITES LABOR AT CONTRACTOR'S FACILITY LABOR (TECHNICIAN'S HELPER) AT CONTRACTOR FACILITY	PER HOUR	\$12.00
13	PART 1- NON-AUTMATED SITES EMERGENCY LABOR LABOR (TECHNICIAN) FOR EMERGENCY SERVICE (NIGHTS-WEEKENDS OR DAY EMERGENCY)- REQUIRES RESPONSE TIME WITHIN 4 HOURS	PER HOUR	\$45.00
14	PART 1- NON-AUTMATED SITES EMERGENCY LABOR LABOR (TECHNICIAN'S HELPER) FOR EMERGENCY SERVICE (NIGHTS-WEEKENDS OR DAY EMERGENCY)- REQUIRES RESPONSE TIME WITHIN 4 HOURS	PER HOUR	\$12.00

15	PART 1- NON-AUTMATED SITES REMOVAL OF WATER AND TRASH FROM UNDERGROUND FUEL TANKS AND/OR LINES MINIMUM COST PER TRIP TO PUMP OUT WATER AND TRASH FROM UNDERGROUND FUEL TANKS AND/OR LINES (COST INCLUDES DISPOSAL)	PER TRIP	\$45.00
16	PART 1- NON-AUTMATED SITES REMOVAL OF WATER AND TRASH FROM UNDERGROUND FUEL TANKS AND/OR LINES MINIMUM COST PER GALLON TO PUMP OUT WATER AND TRASH FROM UNDERGROUND FUEL TANKS AND/OR LINES (COST INCLUDES DISPOSAL)	PER GALLON	\$1.25
17	PART 1- NON-AUTMATED SITES EMEREGENCY OR NON-EMERGENCY (ONE RATE) LABOR CORRECTIVE ACTION PROJECT MANAGER (CAPM)-TCEQ LICENSED-ANY TIME 24 HOURS A DAY-7 DAYS A WEEK	PER HOUR	\$80.00
18	PART 1- NON-AUTMATED SITES EMEREGENCY OR NON-EMERGENCY (ONE RATE) LABOR CORRECTIVE ACTION SPECIALIST (RCAS)-TCEQ LICENSED-ANY TIME 24 HOURS A DAY-7 DAYS A WEEK	PER HOUR	\$65.00
19	PART 1- NON-AUTMATED SITES NEW MATERIALS, NEW MATERIALS AS NEEDED AT ACTUAL COST PLUS MARK-UP PERCENTAGE	COST PLUS MARK-UP	10%
20	PART 1- NON-AUTMATED SITES RE-BUILT MATERIALS, RE-BUILT MATERIALS AS NEEDED AT ACTUAL COST PLUS MARK-UP PERCENTAGE	COST PLUS MARK-UP	10%

21	PART 1- NON-AUTOMATED SITES USED MATERIALS, USED MATERIALS AS NEEDED AT CITY NEGOTIATED COST PLUS MARK-UP PERCENTAGE	COST PLUS MARK-UP	10%
22	PART 2- AUTOMATED SITES TRIP CHARGE FOR NON-EMERGENCY CALLS TO CITY LOCATION FLAT RATE PER TRIP TO CITY LOCATION (NON-EMERGENCY) TECHNICIAN ONLY	PER TRIP	\$45.00
23	PART 2- AUTOMATED SITES TRIP CHARGE FOR NON-EMERGENCY CALLS TO CITY LOCATION FLAT RATE PER TRIP TO CITY LOCATION (NON-EMERGENCY) TECHNICIAN AND 1 TECHNICIAN HELPER	PER TRIP	\$45.00
24	PART 2- AUTOMATED SITES TRIP CHARGE FOR NON-EMERGENCY CALLS TO CITY LOCATION SERVICE CALL FLAT RATE (NON-EMERGENCY) TECHNICIAN ONLY	PER CALL	\$45.00
25	PART 2- AUTOMATED SITES TRIP CHARGE FOR NON-EMERGENCY CALLS TO CITY LOCATION SERVICE CALL FLAT RATE (NON-EMERGENCY) TECHNICIAN AND 1 TECHNICIAN HELPER	PER CALL	\$45.00
26	PART 2- AUTOMATED SITES TRIP CHARGE FOR EMERGENCY CALLS TO CITY LOCATION FLAT RATE PER TRIP TO CITY LOCATION (EMERGENCY) TECHNICIAN ONLY	PER TRIP	\$45.00
27	PART 2- AUTOMATED SITES TRIP CHARGE FOR EMERGENCY CALLS TO CITY LOCATION FLAT RATE PER TRIP TO CITY LOCATION (EMERGENCY) TECHNICIAN AND 1 TECHNICIAN HELPER	PER TRIP	\$57.00

28	PART 2- AUTOMATED SITES TRIP CHARGE FOR EMERGENCY CALLS TO CITY LOCATION SERVICE CALL FLAT RATE (EMERGENCY) TECHNICIAN ONLY	PER CALL	\$45.00
29	PART 2- AUTOMATED SITES TRIP CHARGE FOR EMERGENCY CALLS TO CITY LOCATION SERVICE CALL FLAT RATE (EMERGENCY) TECHNICIAN AND 1 TECHNICIAN HELPER	PER CALL	\$57.00
30	PART 2- AUTOMATED SITES LABOR AT CITY LOCATION LABOR (TECHNICIAN) AT CITY LOCATION	PER HOUR	\$45.00
31	PART 2- AUTOMATED SITES LABOR AT CITY LOCATION LABOR (TECHNICIAN'S HELPER) AT CITY LOCATION	PER HOUR	\$12.00
32	PART 2- AUTOMATED SITES LABOR AT CONTRACTOR'S FACILITY LABOR (TECHNICIAN) AT CONTRACTOR FACILITY	PER HOUR	\$15.00
33	PART 2- AUTOMATED SITES LABOR AT CONTRACTOR'S FACILITY LABOR (TECHNICIAN'S HELPER) AT CONTRACTOR FACILITY	PER HOUR	\$12.00
34	PART 2- AUTOMATED SITES EMERGENCY LABOR LABOR (TECHNICIAN) FOR EMERGENCY SERVICE (NIGHTS-WEEKENDS OR DAY EMERGENCY)- REQUIRES RESPONSE TIME WITHIN 4 HOURS	PER HOUR	\$57.00
35	PART 2- AUTOMATED SITES EMERGENCY LABOR LABOR (TECHNICIAN'S HELPER) FOR EMERGENCY SERVICE (NIGHTS-WEEKENDS OR DAY EMERGENCY)- REQUIRES RESPONSE TIME WITHIN 4 HOURS	PER HOUR	\$12.00

36	PART 2- AUTOMATED SITES REMOVAL OF WATER AND TRASH FROM UNDERGROUND FUEL TANKS AND/OR LINES MINIMUM COST PER TRIP TO PUMP OUT WATER AND TRASH FROM UNDERGROUND FUEL TANKS AND/OR LINES (COST INCLUDES DISPOSAL)	PER TRIP	\$45.00
37	PART 2- AUTOMATED SITES REMOVAL OF WATER AND TRASH FROM UNDERGROUND FUEL TANKS AND/OR LINES MINIMUM COST PER GALLON TO PUMP OUT WATER AND TRASH FROM UNDERGROUND FUEL TANKS AND/OR LINES (COST INCLUDES DISPOSAL)	PER GALLON	\$1.25
38	PART 2- AUTOMATED SITES EMERGENCY OR NON-EMERGENCY (ONE RATE) LABOR CORRECTIVE ACTION PROJECT MANAGER (CAPM)-TCEQ LICENSED-ANY TIME 24 HOURS A DAY-7 DAYS A WEEK	PER HOUR	\$80.00
39	PART 2- AUTOMATED SITES EMERGENCY OR NON-EMERGENCY (ONE RATE) LABOR CORRECTIVE ACTION SPECIALIST (RCAS)-TCEQ LICENSED-ANY TIME 24 HOURS A DAY-7 DAYS A WEEK	PER HOUR	\$65.00
40	PART 2- AUTOMATED SITES NEW MATERIALS, NEW MATERIALS AS NEEDED AT ACTUAL COST PLUS MARK-UP PERCENTAGE	COST PLUS MARK-UP	10%
41	PART 2- AUTOMATED SITES RE-BUILT MATERIALS, RE-BUILT MATERIALS AS NEEDED AT ACTUAL COST PLUS MARK-UP PERCENTAGE	COST PLUS MARK-UP	10%

42	PART 2- AUTOMATED SITES USED MATERIALS, USED MATERIALS AS NEEDED AT CITY NEGOTIATED COST PLUS MARK-UP PERCENTAGE	COST PLUS MARK-UP	10%
----	--	-------------------	-----

BID ITEM NO.	DESCRIPTION	UNIT	DUPS INC. UNIT PRICE
YEAR FIVE (5), OPTION YEAR TWO (2)			
1	PART 1- NON-AUTMATED SITES TRIP CHARGE FOR NON-EMERGENCY CALLS TO CITY LOCATION FLAT RATE PER TRIP TO CITY LOCATION (NON-EMERGENCY) TECHNICIAN ONLY	PER TRIP	\$45.00
2	PART 1- NON-AUTMATED SITES TRIP CHARGE FOR NON-EMERGENCY CALLS TO CITY LOCATION FLAT RATE PER TRIP TO CITY LOCATION (NON-EMERGENCY) TECHNICIAN AND 1 TECHNICIAN HELPER	PER TRIP	\$45.00
3	PART 1- NON-AUTMATED SITES TRIP CHARGE FOR NON-EMERGENCY CALLS TO CITY LOCATION SERVICE CALL FLAT RATE (NON-EMERGENCY) TECHNICIAN ONLY	PER CALL	\$45.00
4	PART 1- NON-AUTMATED SITES TRIP CHARGE FOR NON-EMERGENCY CALLS TO CITY LOCATION SERVICE CALL FLAT RATE (NON-EMERGENCY) TECHNICIAN AND 1 TECHNICIAN HELPER	PER CALL	\$57.00
5	PART 1- NON-AUTMATED SITES TRIP CHARGE FOR EMERGENCY CALLS TO CITY LOCATION FLAT RATE PER TRIP TO CITY LOCATION (EMERGENCY) TECHNICIAN ONLY	PER TRIP	\$45.00

6	PART 1- NON-AUTMATED SITES TRIP CHARGE FOR EMERGENCY CALLS TO CITY LOCATION FLAT RATE PER TRIP TO CITY LOCATION (EMERGENCY) TECHNICIAN AND 1 TECHNICIAN HELPER	PER TRIP	\$57.00
7	PART 1- NON-AUTMATED SITES TRIP CHARGE FOR EMERGENCY CALLS TO CITY LOCATION SERVICE CALL FLAT RATE (EMERGENCY) TECHNICIAN ONLY	PER CALL	\$45.00
8	PART 1- NON-AUTMATED SITES TRIP CHARGE FOR EMERGENCY CALLS TO CITY LOCATION SERVICE CALL FLAT RATE (EMERGENCY) TECHNICIAN AND 1 TECHNICIAN HELPER	PER CALL	\$57.00
9	PART 1- NON-AUTMATED SITES LABOR AT CITY LOCATION LABOR (TECHNICIAN) AT CITY LOCATION	PER HOUR	\$45.00
10	PART 1- NON-AUTMATED SITES LABOR AT CITY LOCATION LABOR (TECHNICIAN'S HELPER) AT CITY LOCATION	PER HOUR	\$12.00
11	PART 1- NON-AUTMATED SITES LABOR AT CONTRACTOR'S FACILITY LABOR (TECHNICIAN) AT CONTRACTOR FACILITY	PER HOUR	\$15.00
12	PART 1- NON-AUTMATED SITES LABOR AT CONTRACTOR'S FACILITY LABOR (TECHNICIAN'S HELPER) AT CONTRACTOR FACILITY	PER HOUR	\$12.00
13	PART 1- NON-AUTMATED SITES EMERGENCY LABOR LABOR (TECHNICIAN) FOR EMERGENCY SERVICE (NIGHTS- WEEKENDS OR DAY EMERGENCY)- REQUIRES RESPONSE TIME WITHIN 4 HOURS	PER HOUR	\$45.00

14	PART 1- NON-AUTMATED SITES EMERGENCY LABOR LABOR (TECHNICIAN'S HELPER) FOR EMERGENCY SERVICE (NIGHTS-WEEKENDS OR DAY EMERGENCY)- REQUIRES RESPONSE TIME WITHIN 4 HOURS	PER HOUR	\$12.00
15	PART 1- NON-AUTMATED SITES REMOVAL OF WATER AND TRASH FROM UNDERGROUND FUEL TANKS AND/OR LINES MINIMUM COST PER TRIP TO PUMP OUT WATER AND TRASH FROM UNDERGROUND FUEL TANKS AND/OR LINES (COST INCLUDES DISPOSAL)	PER TRIP	\$45.00
16	PART 1- NON-AUTMATED SITES REMOVAL OF WATER AND TRASH FROM UNDERGROUND FUEL TANKS AND/OR LINES MINIMUM COST PER GALLON TO PUMP OUT WATER AND TRASH FROM UNDERGROUND FUEL TANKS AND/OR LINES (COST INCLUDES DISPOSAL)	PER GALLON	\$1.25
17	PART 1- NON-AUTMATED SITES EMERGENCY OR NON-EMERGENCY (ONE RATE) LABOR CORRECTIVE ACTION PROJECT MANAGER (CAPM)-TCEQ LICENSED-ANY TIME 24 HOURS A DAY-7 DAYS A WEEK	PER HOUR	\$80.00
18	PART 1- NON-AUTMATED SITES EMERGENCY OR NON-EMERGENCY (ONE RATE) LABOR CORRECTIVE ACTION SPECIALIST (RCAS)-TCEQ LICENSED-ANY TIME 24 HOURS A DAY-7 DAYS A WEEK	PER HOUR	\$65.00

19	PART 1- NON-AUTMATED SITES NEW MATERIALS, NEW MATERIALS AS NEEDED AT ACTUAL COST PLUS MARK-UP PERCENTAGE	COST PLUS MARK-UP	10%
20	PART 1- NON-AUTMATED SITES RE-BUILT MATERIALS, RE-BUILT MATERIALS AS NEEDED AT ACTUAL COST PLUS MARK-UP PERCENTAGE	COST PLUS MARK-UP	10%
21	PART 1- NON-AUTOMATED SITES USED MATERIALS, USED MATERIALS AS NEEDED AT CITY NEGOTIATED COST PLUS MARK-UP PERCENTAGE	COST PLUS MARK-UP	10%
22	PART 2- AUTOMATED SITES TRIP CHARGE FOR NON-EMERGENCY CALLS TO CITY LOCATION FLAT RATE PER TRIP TO CITY LOCATION (NON-EMERGENCY) TECHNICIAN ONLY	PER TRIP	\$45.00
23	PART 2- AUTOMATED SITES TRIP CHARGE FOR NON-EMERGENCY CALLS TO CITY LOCATION FLAT RATE PER TRIP TO CITY LOCATION (NON-EMERGENCY) TECHNICIAN AND 1 TECHNICIAN HELPER	PER TRIP	\$45.00
24	PART 2- AUTOMATED SITES TRIP CHARGE FOR NON-EMERGENCY CALLS TO CITY LOCATION SERVICE CALL FLAT RATE (NON-EMERGENCY) TECHNICIAN ONLY	PER CALL	\$45.00
25	PART 2- AUTOMATED SITES TRIP CHARGE FOR NON-EMERGENCY CALLS TO CITY LOCATION SERVICE CALL FLAT RATE (NON-EMERGENCY) TECHNICIAN AND 1 TECHNICIAN HELPER	PER CALL	\$45.00

26	PART 2- AUTOMATED SITES TRIP CHARGE FOR EMERGENCY CALLS TO CITY LOCATION FLAT RATE PER TRIP TO CITY LOCATION (EMERGENCY) TECHNICIAN ONLY	PER TRIP	\$45.00
27	PART 2- AUTOMATED SITES TRIP CHARGE FOR EMERGENCY CALLS TO CITY LOCATION FLAT RATE PER TRIP TO CITY LOCATION (EMERGENCY) TECHNICIAN AND 1 TECHNICIAN HELPER	PER TRIP	\$57.00
28	PART 2- AUTOMATED SITES TRIP CHARGE FOR EMERGENCY CALLS TO CITY LOCATION SERVICE CALL FLAT RATE (EMERGENCY) TECHNICIAN ONLY	PER CALL	\$45.00
29	PART 2- AUTOMATED SITES TRIP CHARGE FOR EMERGENCY CALLS TO CITY LOCATION SERVICE CALL FLAT RATE (EMERGENCY) TECHNICIAN AND 1 TECHNICIAN HELPER	PER CALL	\$57.00
30	PART 2- AUTOMATED SITES LABOR AT CITY LOCATION LABOR (TECHNICIAN) AT CITY LOCATION	PER HOUR	\$45.00
31	PART 2- AUTOMATED SITES LABOR AT CITY LOCATION LABOR (TECHNICIAN'S HELPER) AT CITY LOCATION	PER HOUR	\$12.00
32	PART 2- AUTOMATED SITES LABOR AT CONTRACTOR'S FACILITY LABOR (TECHNICIAN) AT CONTRACTOR FACILITY	PER HOUR	\$15.00
33	PART 2- AUTOMATED SITES LABOR AT CONTRACTOR'S FACILITY LABOR (TECHNICIAN'S HELPER) AT CONTRACTOR FACILITY	PER HOUR	\$12.00

34	PART 2- AUTOMATED SITES EMERGENCY LABOR LABOR (TECHNICIAN) FOR EMERGENCY SERVICE (NIGHTS-WEEKENDS OR DAY EMERGENCY)- REQUIRES RESPONSE TIME WITHIN 4 HOURS	PER HOUR	\$57.00
35	PART 2- AUTOMATED SITES EMERGENCY LABOR LABOR (TECHNICIAN'S HELPER) FOR EMERGENCY SERVICE (NIGHTS-WEEKENDS OR DAY EMERGENCY)- REQUIRES RESPONSE TIME WITHIN 4 HOURS	PER HOUR	\$12.00
36	PART 2- AUTOMATED SITES REMOVAL OF WATER AND TRASH FROM UNDERGROUND FUEL TANKS AND/OR LINES MINIMUM COST PER TRIP TO PUMP OUT WATER AND TRASH FROM UNDERGROUND FUEL TANKS AND/OR LINES (COST INCLUDES DISPOSAL)	PER TRIP	\$45.00
37	PART 2- AUTOMATED SITES REMOVAL OF WATER AND TRASH FROM UNDERGROUND FUEL TANKS AND/OR LINES MINIMUM COST PER GALLON TO PUMP OUT WATER AND TRASH FROM UNDERGROUND FUEL TANKS AND/OR LINES (COST INCLUDES DISPOSAL)	PER GALLON	\$1.25
38	PART 2- AUTOMATED SITES EMERGENCY OR NON-EMERGENCY (ONE RATE) LABOR CORRECTIVE ACTION PROJECT MANAGER (CAPM)-TCEQ LICENSED-ANY TIME 24 HOURS A DAY-7 DAYS A WEEK	PER HOUR	\$80.00

39	PART 2- AUTOMATED SITES EMERGENCY OR NON-EMERGENCY (ONE RATE) LABOR CORRECTIVE ACTION SPECIALIST (RCAS)-TCEQ LICENSED-ANY TIME 24 HOURS A DAY-7 DAYS A WEEK	PER HOUR	\$65.00
40	PART 2- AUTOMATED SITES NEW MATERIALS, NEW MATERIALS AS NEEDED AT ACTUAL COST PLUS MARK-UP PERCENTAGE	COST PLUS MARK-UP	10%
41	PART 2- AUTOMATED SITES RE-BUILT MATERIALS, RE-BUILT MATERIALS AS NEEDED AT ACTUAL COST PLUS MARK-UP PERCENTAGE	COST PLUS MARK-UP	10%
42	PART 2- AUTOMATED SITES USED MATERIALS, USED MATERIALS AS NEEDED AT CITY NEGOTIATED COST PLUS MARK-UP PERCENTAGE	COST PLUS MARK-UP	10%