



SUPPLY AGREEMENT NO. 764

FIRE HYDRANTS

THIS **Fire Hydrants Supply Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and HD Supply WaterWorks ("Supplier"), effective for all purposes upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Supplier has bid to provide Fire Hydrants in response to Request for Bid No. **126** ("RFB"), which RFB includes the required scope of work and all specifications and which RFB and the Supplier's bid response are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Supplier agree as follows:

- 1. Scope.** Supplier will provide Fire Hydrants in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. "Goods," "products", and "supplies", as used in this Agreement, refer to and have the same meaning.
- 2. Term.** This Agreement is for 12 months. This Agreement includes an option to extend the term for up to two additional 12-month periods ("Option Period"), provided, the parties do so prior to expiration of the original term or the then-current Option Period. The decision to exercise the option to extend the term of this Agreement is, at all times, within the sole discretion of the City and is conditioned upon the prior written agreement of the Supplier and the City Manager.
- 3. Compensation and Payment.** The total value of this Agreement is not to exceed \$178,690.00, subject to approved extensions and changes. Payment will be made for goods delivered and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.
- 4. Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and

authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Name	Robert Presnell
Department	Warehouse Stores
Phone	361-826-1750
Email	RobertPR@cctexas.com

- 5. Insurance.** Before performance can begin under this Agreement, the Supplier must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.
- 6. Purchase Release Order.** For multiple-release purchases of products to be provided by the Supplier over a period of time, the City will exercise its right to specify time, place and quantity of products to be delivered in the following manner: any City department or division may send to Supplier a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and products will remain with the Supplier until such time as the products are delivered and accepted by the City.
- 7. Inspection and Acceptance.** Any products that are delivered but not accepted by the City must be corrected or replaced immediately at no charge to the City. If immediate correction or replacement at no charge cannot be made by the Supplier, a replacement product may be bought by the City on the open market and any costs incurred, including additional costs over the item's bid price, must be paid by the Supplier within 30 days of receipt of City's invoice.
- 8. Warranty.** The Supplier warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Supplier warrants that it has clear title to the products and that the products are free of liens or encumbrances. In addition, the products purchased under this Agreement shall be warranted by the Supplier or, if indicated in Attachment

D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.

- 9. Quality/Quantity Adjustments.** Any quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator
- 10. Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
- 11. Independent Contractor.** Supplier will perform the work required by this Agreement as an independent contractor and will furnish such products in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Supplier be considered an employee of the City.
- 12. Subcontractors.** Supplier may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Supplier must obtain prior written approval from the Contract Administrator if the subcontractors were not named at the time of bid. In using subcontractors, the Supplier is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Supplier. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Supplier and its employees had performed the work.
- 13. Amendments.** This Agreement may be amended or modified only by written change order signed by both parties. Change orders may be used to modify quantities as deemed necessary by the City.

- 14. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
- 15. Taxes.** The Supplier covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other related taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
- 16. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: Robert Presnell
Warehouse Store Keeper
1201 Leopard Street, Corpus Christi, TX 78401
361-826-3174

IF TO SUPPLIER:

HD Supply WaterWorks
Attn: Paul Rodriguez
Branch Manager
7425 Leopard Street, Corpus Christi, TX 78410
361-239-6544

- 17. SUPPLIER AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ON ACCOUNT OF PERSONAL INJURIES (INCLUDING DEATH AND WORKERS' COMPENSATION CLAIMS), PROPERTY LOSS OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF WHETHER THE INJURIES, DEATH OR DAMAGES ARE CAUSED OR ARE CLAIMED TO BE CAUSED BY THE**

CONCURRENT OR CONTRIBUTORY NEGLIGENCE OF INDEMNITEES, BUT NOT IF BY THE SOLE NEGLIGENCE OF INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON. SUPPLIER MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF SUPPLIER UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

18. Termination.

(A) The City Manager may terminate this Agreement for Supplier's failure to perform the work specified in this Agreement or to keep any required insurance policies in force during the entire term of this Agreement. The Contract Administrator must give the Supplier written notice of the breach and set out a reasonable opportunity to cure. If the Supplier has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.

(B) Alternatively, the City Manager may terminate this Agreement for convenience upon 30 days advance written notice to the Supplier. The City Manager may also terminate this Agreement upon 24 hours written notice to the Supplier for failure to pay or provide proof of payment of taxes as set out in this Agreement.

19. Assignment. No assignment of this Agreement by the Supplier, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Supplier is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.

20. Severability. Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid,

but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.

- 21. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
- A. this Agreement and its attachments
 - B. the bid solicitation document, including addenda (Exhibit 1)
 - C. the Supplier's bid response (Exhibit 2)
- 22. Certificate of Interested Parties.** Supplier agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement.
- 23. Governing Law.** This Agreement is subject to all federal, State, and local laws, rules, and regulations. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 24. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

(SIGNATURE PAGE FOLLOWS)

SUPPLIER

Signature: _____



Printed Name: Loren Miller

Title: District Manager

Date: 10 October 2016

CITY OF CORPUS CHRISTI

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attached and Incorporated by Reference:

Attachment A: Scope of Work
Attachment B: Bid/Pricing Schedule
Attachment C: Insurance Requirements
Attachment D: Warranty Requirements

Incorporated by Reference Only:

Exhibit 1: RFB No. 126
Exhibit 2: Supplier's Bid Response

ATTACHMENT A – SCOPE OF WORK

4.1 General Requirements/Background Information

The Contractor shall provide Fire Hydrants as outlined in this Scope of Work.

4.2 Scope of work

This Scope of Work describes fire hydrants and includes sections on type, functional and performance requirements. These hydrants are to be used by the City of Corpus Christ for new and replacement installations, for municipal water distribution and fire service. These specifications describe fire hydrants and include sections on type, functional and performance requirements. Hydrants shall comply with specification AWWA C-502, with latest revisions. Hydrants shall be of the traffic model type equipped with a safety flange or collar on both the Hydrant barrel and stem.

4.3 Functional and Performance Requirements

1. Type of shutoff - The shutoff shall be of the compression type only.
2. Inlet connection - The inlet shall be ASA-A21.11, with latest revision mechanical joint for size six inch, Class 150, cast iron pipe. A complete set of joint material shall be furnished with each hydrant.
3. Delivery classifications - Each hydrant shall have two-hose nozzles and one-pumper nozzle. Nozzle shall be readily replaceable threaded or camlocked into hydrant body.
4. Bury length - The hydrants shall be furnished in bury length as specified in Attachment B, Bid Price Schedule.
5. Diameter (nominal inside) of hose and pumper nozzles - The hose nozzle shall be two and one-half inches inside diameter and the pumper nozzle shall be four inches inside diameter.
6. Hose and pumper nozzle threads - The hose nozzles shall have two and one-half inch National Standard Thread (seven and one-half threads per inch). The pumper nozzle shall have six thread per inch with an outside diameter of 4.658 inches, pitch diameter of 4.543 inches and a root diameter of 4.406 inches.
7. Harnessing lugs - None required.
8. Nozzle cap gaskets - Required.
9. Tapping of drain opening - Tapping of the drain opening for pipe thread is not required.

10. Drain opening - Required.
11. Direction to open - The hydrants shall open left (counter clockwise).
12. Color of finish above ground line - That portion of the hydrant above the ground line shall be painted chrome yellow.
13. Shape and size of the operating and cap nuts - The operating and cap nuts shall be tapered pentagon one and one-fourth inch point to face at base and one and one-eighth inch point to face at top of the nut.
14. Nozzle cap chains - Hydrants shall be furnished without nozzle cap chains.
15. Size of hydrant valves - The main valve opening shall not be less than five and one-quarter inches inside diameter.
16. Valve facing - The main valve facing of the hydrant shall be rubber with $90 \pm$ one Durometer hardness. When the main valve lower washer and stem nut are not an integral casting then the bottom stem threads shall be protected with a ductile and/or bronze cap nut and a stainless steel and/or bronze lock nut.
17. Barrel sections - The hydrant shall be made in two or more barrel sections with flanges connecting the barrel to the elbow and to the packing plate.
18. Breakable coupling - Hydrants shall be equipped with a breakable coupling on both the barrel section and the stem. These couplings shall be at least two inches above the finished grade line. The coupling shall be designed so that in case of traffic collision the barrel and stem collar will break before any other part of the hydrant breaks.
19. Hydrant adjustment - The hydrants shall be designed as to permit its extension without excavating after the hydrant is completely installed.
20. Breakable collars - Barrel and stem - Weakened steel or weakened cast iron bolts that are used in the breakable barrel couplings will not be acceptable.
21. Operating stem - Stems that have operating thread located in the waterway shall be made of manganese bronze, everdure, or other high quality non-corrodible metal. Stems that do not have operating threads located in the waterway must be sealed by a packing gland or O-ring seal located between the stem threads and the waterway. Iron or steel stems shall be constructed with a bronze sleeve extending through the packing gland or O-ring seal area. The sleeve shall be of sufficient length to be in the packing or O-ring seal in both open and closed positions of the main valve. The sleeve shall be secured to the steel stem so as to prevent water leakage between the two when subjected to 300 pounds hydrostatic test pressure.

22. Drain valve mechanism - Drain valves operating through gravity are not acceptable.
23. Operating stem nut - The operating stem nut shall be designed to prevent seepage, rain or sleet and the accumulation of dust between the operating nut and the hydrant top. The operating stem nut shall be made of bronze.
24. Fire hydrants having the threaded part of the stem at the hydrant top shall be equipped with a packing gland or an O-ring seat immediately below the threaded section of the stem.
25. The valve seat ring shall not be made an integral part of the shoe. The valve seat ring shall be bronze and shall thread into a bronze drain ring.

4.4 Data to be furnished by the contractor

1. The Contractor shall upon request furnish two sets of prints showing complete details and dimensions of the hydrant.
2. The Contractor shall upon request furnish one certified copy of physical tests of all metals used in the manufacture of the fire hydrant that is normally manufactured and that will meet the requirements specified in the Agreement.
3. The Contractor shall upon request furnish the City a certified letter of compliance stating that their fire hydrant meet the requirements specified in the Agreement.



ATTACHMENT B- BID PRICE SCHEDULE

Response For Supplier: HD Supply WaterWorks

Event # : 126-0

Name: Fire Hydrants

Reference: 31212

Description: Twelve month supply agreement for Fire Hydrants with an option to extend for up to 2 additional twelve month periods subject to the approval of the Supplier and the City Manager or designee.

Preview Date:

Q & A Open Date: 05/07/2016 08:00:00 AM

Open Date: 05/07/2016 08:00:00 AM

Q & A Close Date: 05/12/2016 05:00:00 PM

Close Date: 05/25/2016 11:00:00 AM

Dispute Close Date:

Responded To: 6 Out of 6 Lines

Total Bid Amount: 178,690.00 USD

Question Responses

Question	Answer	Attachment
Please download the attachment titled RFB Fire Hydrant and complete all required documents, and upload as an attachment.	Yes	2016 Annual Hydrant bid.pdf

Response Attachments

Attachment

medallion-2e879e7d.pdf

Line Responses

Line 1: 3 Foot Bury Fire Hydrant

Item: 2324 HYDRANT FIRE 3'

Commodity Code: 340-60 Hydrants, Fire (Including Accessories and Parts)

Quantity: 20.0000 UOM: EA

Bid Quantity: 20.0000

Unit Price: 1,395.00000

Extended Price: 27,900.00

No Charge: No

No Bid: No

Vendor Item: 605366M3CLMEDCC CLOW MED. 3'0" BURY CC HYDRANT

Line 2: 3-1/2 Foot Bury Fire Hydrant

Item: 2325 HYDRANT FIRE 3 1/2

Commodity Code: 340-60 Hydrants, Fire (Including Accessories and Parts)

Quantity: 30.0000 UOM: EA

Bid Quantity: 30.0000

Unit Price: 1,425.00000

Extended Price: 42,750.00

No Charge: No

No Bid: No

Vendor Item: 605426M3CLMEDCC CLOW MED. 3'6" CC HYDRANT

Line 3: 4 Foot Bury Fire Hydrant

Item: 2326 HYDRANT FIRE 4'

Commodity Code: 340-60 Hydrants, Fire (Including Accessories and Parts)

Quantity: 30.0000 UOM: EA

Bid Quantity: 30.0000

Unit Price: 1,465.00000

Extended Price: 43,950.00

No Charge: No

No Bid: No

Vendor Item: 605486M3CLMEDCC CLOW MED. 4'0" CC HYDRANT

Line 4: 4-1/2 Foot Bury Fire Hydrant

Item: 2327 HYDRANT FIRE 4 1/2'

Commodity Code: 340-60 Hydrants, Fire (Including Accessories and Parts)

Quantity: 20.0000 UOM: EA

Event # 126-0: Fire Hydrants

Bid Quantity: 20.0000

Unit Price: 1,495.00000

Extended Price: 29,900.00

No Charge: No

No Bid: No

Vendor Item: 605546M3CLMEDCC CLOW MED. 4'6" CC HYDRANT

Line 5: 5 Foot Bury Fire Hydrant

Item: 2328 HYDRANT FIRE 5'

Commodity Code: 340-60 Hydrants, Fire (Including Accessories and Parts)

Quantity: 12.0000

UOM: EA

Bid Quantity: 12.0000

Unit Price: 1,545.00000

Extended Price: 18,540.00

No Charge: No

No Bid: No

Vendor Item: 605606M3CLMEDCC CLOW MED. 5'0" CC HYDRANT

Line 6: 5-1/2 Foot Bury Fire Hydrant

Item: 2329 HYDRANT FIRE 5 1/2'

Commodity Code: 340-60 Hydrants, Fire (Including Accessories and Parts)

Quantity: 10.0000

UOM: EA

Bid Quantity: 10.0000

Unit Price: 1,565.00000

Extended Price: 15,650.00

No Charge: No

No Bid: No

Vendor Item: 605666M3CLMEDCC CLOW MED. 5'6" CC HYDRANT

ATTACHMENT C- INSURANCE REQUIREMENTS

NO INSURANCE REQUIRED FOR THIS AGREEMENT

ATTACHMENT C- BOND REQUIREMENTS

NO BOND REQUIRED FOR THIS AGREEMENT.

ATTACHMENT D- WARRANTY REQUIREMENTS



Clow Valve Co.

902 South 2nd Street
Oskaloosa, IA 52577

Telephone: 641 673-8611
Fax: 641 673-8269

CLOW MEDALLION™ HYDRANT

TEN YEAR LIMITED WARRANTY

Clow Valve Company warrants that its Clow Medallion Fire Hydrant will be free from defects in material and workmanship under normal and customary use and maintenance for a period of ten (10) years from the date of shipment, provided the hydrant is installed and maintained according to Clow instructions, and applicable codes. The foregoing warranty does not cover failure of any part or parts from external forces, including but not limited to earthquake, vandalism, vehicular or other impact, application of excessive torque to the operating mechanism or frost heave.

Should any Clow Valve Company part or parts fail to conform to the foregoing warranty, Clow shall, upon prompt written notice thereof, repair or replace, F.O.B. point of manufacture, such defective part or parts. Purchaser shall, if requested, return the part or parts to Clow, transportation prepaid. Purchaser shall bear all responsibility and expense incurred for removal, reinstallation and shipping in connection with any part supplied under the foregoing warranty.

THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS. IN NO EVENT SHALL CLOW VALVE COMPANY BE RESPONSIBLE OR LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL LOSSES, DAMAGES OR EXPENSES.