

SERVICE AGREEMENT NO. 139390

Wastewater Lift station SCADA System Replacement

THIS Wastewater Lift Station SCADA System Replacement Agreement ("Agreement") is entered into by and between the City of Corpus Christi, a Texas homerule municipal corporation ("City") and D. Reynolds Company, LLC dba The Reynolds Company ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Wastewater Lift Station SCADA System Replacement in response to Request for Bid/Proposal No. SS ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, 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 Contractor agree as follows:

1. **Scope.** Contractor will provide Wastewater Lift Station SCADA System Replacement ("Services") 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, and in accordance with Exhibit 2.

2. Term.

- (A) The Term of this Agreement is two years beginning on the date provided in the Notice to Proceed from the Contract Administrator or the City's Procurement Division. The parties may mutually extend the term of this Agreement for up to zero additional zero-year periods ("Option Period(s)"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period.
- (B) At the end of the Term of this Agreement or the final Option Period, the Agreement may, at the request of the City prior to expiration of the Term or final Option Period, continue on a month-to-month basis for up to six months with compensation set based on the amount listed in Attachment B for the Term or the final Option Period. The Contractor may opt out of this continuing term by providing notice to the City at least 30 days prior to the expiration of the Term or final Option Period. During the month-to-month term, either Party may terminate the Agreement upon 30 days' written notice to the other Party.

3. Compensation and Payment. This Agreement is for an amount not to exceed \$2,394,750.06, subject to approved extensions and changes. Payment will be made for Services performed 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. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next Option Period.

Invoices must be mailed to the following address with a copy provided to the Contract Administrator:

City of Corpus Christi Attn: Accounts Payable P.O. Box 9277 Corpus Christi, Texas 78469-9277

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:

David Lopez IT Department

Phone: 361-826-1935

Email: DavidL4@cctexas.com

5. Insurance: Bonds.

- (A) Before performance can begin under this Agreement, the Contractor 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.
- (B) In the event that a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the

bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

- 6. Purchase Release Order. For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.
- 7. Inspection and Acceptance. City may inspect all Services and products supplied before acceptance. Any Services or products that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.

8. Warranty.

- (A) The Contractor 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 Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.
- (B) In addition, the products purchased under this Agreement shall be warranted by the Contractor 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.
- (C) Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.
- 9. Quality/Quantity Adjustments. Any Service 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. Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.
- **12. Subcontractors.** In performing the Services, the Contractor will not enter into subcontracts or utilize the services of subcontractors.
- **13. Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
- **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 Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable 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: David Lopez SCADA Manager 1201 Leopard St., Corpus Christi, TX 78401

Phone: 361-826-1935

Fax: n/a

IF TO CONTRACTOR:

D. Reynolds Company, LLC dba The Reynolds Company Attn: Frank Bettencourt Senior Account Manager 2680 Sylvania Cross Drive, Ft. Worth, TX 76137 Phone: 361-882-2585

Fax: n/a

17. CONTRACTOR SHALL FULLY 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 WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, 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 A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT. OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR 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 OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION **OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE** THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT. CONTRACTORS OBLIGATIONS DESCRIBED IN THIS SECTION 17 ARE LIMITED TO THE PERCENTAGE EXTENT THAT ANY SUCH CLAIMS WERE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR.

18. Termination.

- (A) The City may terminate this Agreement for Contractor's failure to comply with any of the terms of this Agreement. The City must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City may terminate this Agreement immediately thereafter.
- (B) Alternatively, the City may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.
- 19. Owner's Manual and Preventative Maintenance. Contractor agrees to provide a

copy of the owner's manual and/or preventative maintenance guidelines or instructions if available for any equipment purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such equipment and prior to receipt of the final payment by the City.

- 20. Limitation of Liability. The City's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement. In no event shall the either party be liable for incidental, consequential or special damages suffered by the other party.
- 21. Assignment. No assignment of this Agreement by the Contractor, 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 Contractor 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.
- 22. 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.
- 23. 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 (excluding attachments and exhibits);
 - B. its attachments;
 - C. the bid solicitation document including any addenda (Exhibit 1); then,
 - D. the Contractor's bid response (Exhibit 2).
- 24. Certificate of Interested Parties. Contractor 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 if required by said statute.
- 25. Governing Law. Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. 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.
- 26. **Public Information Act Requirements.** This paragraph applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J. Service Agreement Standard Form

Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

27. 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.

CONTRACTOR

Signature: Je sure allert
Signature:
Printed Name: FRANK BETTEN WE NET
Title: ACCOUNT MANAGER
Date: 1-28-23
CITY OF CORPUS CHRISTI
Josh Chronley
Assistant Director of Finance - Procurement
Date:
Attached and Incorporated by Reference:
Attachment A: Scope of Work
Attachment B: Bid/Pricing Schedule
Attachment C: Insurance and Bond Requirements
Attachment D: Warranty Requirements
Incorporated by Reference Only:
Exhibit 1: RFB/RFP No. SS
Exhibit 2: Contractor's Bid/Proposal Response

Attachment A: Scope of Work

The proposal outlined below covers Updating and Standardizing the SCADA controls and modernizing 77 lift station RTU control panels from Schneider Modicon PLC's to Rockwell CompactLogix platform. All upgrades will be consistent with I.T. Department standards, designs, and integration best practices.

Scope of Work:

- A. Individual Site Walk Through
 - 1. Site inspection to verify site need, i.e. pump control panel components, for proper diagnostics and feedback to SCADA.
 - 2. Determine additional instrumentation hardware requirements.
 - 3. Catalog each site's field terminations to the cabinet, for site specific drawing package.
 - 4. Engineer hourly rates apply.

B. Control Cabinet fabrication

- 1. Procurement of all RTU hardware for panel fabrication. Cradlepoint cellular modems will be supplied by the City of Corpus Christi.
- 2. Offsite assembly of 77 control panels, using Rockwell CompactLogix PLC
- 3. Installation of Cradlepoint for all panels. Cradlepoint configuration and antenna installation not included in SOW.

C. Control Cabinet Installation

- 1. Proper wire labeling to allow for removal of existing panel. Installation of new panel and re-termination of all incoming field cables to the cabinet.
- 2. Electrical foreman and electrical journeyman will be provided for the task.
- D. PLC/HMI/SCADA System Software Development, Integration and Programming:
 - 1. PLC programming will be written in accordance with I.T. Department standards, and guarantee functionality.
 - 2. Graphic development for the Lift Station SCADA server located at City Hall will be created for each Lift Station site.

E. Factory and Site Acceptance Testing

- 1. A checklist will be developed and submitted to the city, for the FAT and SAT procedures.
- 2. Full point to point and program validation witnessed and approved by IT Department representative, performed at our location.

- F. Panel As-Built and Project Documentation for both PLC Control Panels.
 - 1. Full panel design and CAD drawing package available for every panel.
 - 2. Access to PLC program granted for in house maintenance and back-ups.
 - 3. Instrument Index will be provided, where applicable.
 - 4. Bill of material will be provided per Lift Station.
- G. One Year of Rockwell Hardware and Software Support. (Rockwell support is available Mon thru Fri, 8AM 5PM CST).
 - 1. Call in and online Support included with every Rockwell software package is included and will commence upon commissioning of site.
- H. Warranty Services for all electrical, panel work and programming will be for 180 days from date of completion.
- I. Includes Eaton UPS 5P750 with NIC card and 120VAC receptacle.
- J. Includes MOXA brand ENET switches (62) sites with 5 port copper and (15) sites with fiber converter.

K. PROCEDURES PER LIFT STATION:

- 1. Have W.W. Operations drain the Lift Station If needed to have the down time necessary to replace the SCADA Panel.
- 2. Shut Off 120Vac supply breaker to SCADA Panel, disconnect and secure wires.
- 3. Disconnect and remove existing UPS
- 4. Disconnect the radio system, cabling, and antenna.
- 5. Disconnect input and output sensor wires from terminal blocks.
- 6. Remove the Old SCADA Back Panel and replace with the new SCADA Back Panel.
- 7. Terminate signal wires and power wires to designated terminals.
- 8. Install and Connect UPS, connect 120Vac and energize breaker,
- 9. Check Communication: Ping the site IP Address from the Oso Wastewater Plant.
- 10. Perform Instrument Loop Checks using a Multimeter, and SCADA's HMI located at the
- 11. Oso Wastewater Plant to validate communication and instrument site tags.
- 12. Perform SAT
- 13. Hand over Wastewater Lift Station to Wastewater Operations once Loop Checks, and Site Acceptance testing is complete.

NOT COVERED:

- A. Troubleshooting, configuration, or maintenance of the cellular communication system or hardware to be used for networking local WW or Lift Station Controls.
- B. SCADA software cost per WWTP. The City can purchase directly and free issue.

Attachment B: Bid/Pricing Schedule

LIN E	PRODUCT	HARDWARE DESCRIPTION	UNIT	LIST	MSRP	Net Price	% SAVINGS
1	HOFFA36H3612GQRLP	Enclosure 36.25x36.25x12 Fiberglass 36.25x36.25x1	EA	3062	2709.87	1959.68	23.00
2	HOFFA36P36	Panel 33.00x33.00 Steel fits 36x36	EA	288	237.20	156.15	17.00
3	HOFFA36H3012GQRLP	HOFFA36H3012GQRLP Enclosure 36.25x30.25x12. Fiberglass 36.25x30.25x12 EA 2780		2780	2460.30	1779.20	23.00
4	HOFFA36P30AL	Panel 33.00x27.00 fits 3	each	419	345.06	208.60	17.00
5	HOFFA30H2410GQRLP	Enclosure 30.25x24.25x10 Fiberglass 30.25x24.25x1	EA	1883	1550.71	1016.80	23.00
6	HOFFA30P24AL	Panel 27.00x21.00 fits 3	EA	291	239.65	144.90	17.00
7	AL8R2711PT7C22D9P	PanelView Plus 7 Graphic Terminal	EA	2804.15	2691.98	2467.65	10.00
8	AL8R2711PT10C22D9P	PanelView Plus 7 Graphic Terminal	EA	5123.24	4918.31	4508.45	10.00
9	AL8R2711PT1SC22D9P	PanelView Plus 7 Graphic Terminal	EA	7683	7375.68	6761.04	10.00
10	AL8R2711PT9W22D9P	PanelView Plus 7 Graphic Terminal	EA	4609.81	4425.42	4056.63	10.00
11	AL8R2711PT12W22D9P	PanelView Plus 7 Graphic Terminal	EA	6403.12	6147.00	5634.75	10.00
12	AL8R5069L306ER	CompactLogix 600KB Enet Controller	EA	1651.09	1568.54	1490.11	5.00
13	AL8R5069L310ER	CompactLogix 1MB Enet Controller	EA	3372.58	3203.95	3043.75	5.00
14	AL8R5069L320ER	CompactLogix 2MB Enet Controller	EA	4707.36	4471.99	4248.39	5.00
15	AL8R5069AENTR	Compact 5000 EtherNet/IP Adapter	EA	1097.46	1042.59	990.46	5.00
16	AL8R5069IA16	Compact 5000 AC Input Module	EA	468.75	445.31	423.05	5.00
17	AL8R5069I816	Compact 5000 DC Input Module	EA	326.14	309.83	294.34	5.00
18	AL8R5069OA16	Compact 5000 AC Output Module	EA	844.49	802.27	762.15	5.00
19	ALBR5069OB16	Compact 5000 DC Output Module	EA	421.63	400.55	380.52	5.00
20	AL8R5069OB8	Compact 5000 DC Output Module	EA	389.51	370.03	351.53	5.00
21	AL8R5069IY4	Compact 5000 UniversalAnalog InputMod	EA	639.88	607.89	577.49	5.00
22	AL8R5069IF8	Compact 5000 Analog Input Module	EA	1075.15	1021.39	970.32	5.00
23	AL8R5069OF4	Compact 5000 Analog Output Module	EA	1021.82	970.73	922.19	5.00
24	AL8R5069OF8	Compact 5000 Analog Output Module	EA	1884.91	1790.66	1701.13	5.00
25	AL8R5069OW16	Compact 5000 Relay Output Module	EA	868.05	824.65	783.42	5.00
26	AL8R5069RTB64SCREW	Compact 5000 Screw RTB	EA	41.92	39.82	37.83	5.00
27	AL8R5069RTB18SCREW	Compact 5000 18 Screw RTB	EA	76.63	72.80	69.16	5.00
28	AL8R5069ECR	CompactLogix 5380 End Cap	each	30.5	28.98	27.53	5.00
29	PLX31-EIP-MBS	ETHERNET/IP TO MODBUS GATEWAY	each	1056.50	1056.5	1056.50	
30	ALBR1606XL8120E	XLB 5 Amp Power Supply	EA	187.98	140.99	125.48	11.00
31	ALBR1606XL8240E	XLB 10 Amp Power Supply	EA	283.12	212.34	188.98	11.00
32	AL8R1783LMS5	Stratix2500 SPort Lightly Managed Switch	EA	513.36	487.70	463.31	5.00
33	AL8R1783LMS8	Stratix2500 8Port Lightly Managed Switch	EA	824.78	783.55	744.36	5.00
34	AL8R1783US5T	Stratix 2000 5T Port Unmanaged Switch	EA	188.63	179.20	163.07	9.00
35	AL8R1783US8T	Stratix 2000 BT Port Unmanaged Switch	EA	258.59	245.67	223.55	9.00
36	ALBR1783US6T2F	Stratix 2000 6T+2F Port Unmanaged Switch	EA	678.33	644.42	586.42	9.00
37	AL8R931NC121	Analog Signal Converter	each	360.18	306.16	287.78	6.00
38	ALBR931SP491	Programmable Signal Converter	each	520.34	442.29	415.75	6.00
39	AL8R4983DD24	4983 Surge and Filter Protection, Din Rail Mount	EA	149.46	127.05	119.42	9.50
40	ALBR199DR2	DIN Rail 35 x 7.5 mm DIN RAIL	EA	28.64	18.63	17.51	10.00
41	AL8R1492J3	2.5 square mm Standard Terminal Block	EA	1.58	1.03	0.96	15.00
42	AL8R1492J4	4 square mm Feed-Through Terminal BI	EA	1.74	1.14	1.07	16.00
43	AL8R1492J6	6 square mm Feed-Through Terminal BI	EA	2.44	1.58	1.49	13.00
44	ALBR1492EBJ3	IEC End Barrier 1.5 x 33.35 x 60mm	EA	1.13	0.74	0.70	11.50
45	AL8R1492JD3	2.5 mm Double Level Terminal Block	EA	5.2	3.38	3.18	13.00

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46	ALBR1492JDG3	IEC 2-Ckt Feed-Through Grd Blk 2.5mm	EA	7.86	5.12	4.81	4.50
47	ALBR1492EBJD3	IEC End Barrier 1.5 x 54.5 x 69mm	EA	1.92	1.25	1.17	20.50
48	ALBR1492JD3FB	2.5 square mm Double Level Fuse Block	EA	EA 15.43 10.03		9.43	43.00
49	ALBR1492JD3FB24	Double Level Fuse LED Terminal Block	EA	EA 31.81		19.44	33.00
50	ALBR1492JD3FB250	Double Level Fuse LED Terminal Block	EA	31.81	20.68	19.44	33.00
51	ALBR1492EBJD3FB	IEC End Barrier 1.5 x 40.5 x 73.7mm	EA	1.74	1.14	1.07	27.50
52	ALBR1492JDG3FB	Two Level Fuse LED Terminal Block with Grd	EA	20.2	13.13	12.34	26.00
53	ALBR1492JDG3FB24	Two Level Fuse LED Terminal Block with Grd	EA	35.52	23.09	21.71	40.00
54	ALBR1492GM35	IEC Term Blck Group Marker Carrier	EA	5.73	3.73	3.50	10.00
55	ALBR1492JG3	2.5 square mm Ground Terminal Block	EA	7.93	5.16	4.85	11.50
56	ALBR1492JG4	Terminal Block GRD BLK	EA	8.17	5.31	4.99	11.00
57	ALBR1492JG6	6 square mm Ground Terminal Block	EA	8.81	5.73	5.39	11.00
58	ALBR1492EAJ35	IEC End Anchor 8 x 56 x 47mm	EA	3.04	1.98	1.86	24.00
59	ALBR1492SPM1C020	MCB Supplementary Protector 2 A	EA	63.99	32.00	30.08	32.00
60	ALBR1492SPM1C050	MCB Supplementary Protector 5 A	EA	63.99	32.00	30.08	32.00
61	ALBR1492SPM1C100	MCB Supplementary Protector 10 A	EA	61.32	30.66	28.82	32.00
62	ALBR700HLT1Z24	24V DC GP Terminal Block Relay	EA	28.31	22.65	21.29	11.00
63	ALBR700HLT1U1	110/125 V AC/DC GP Terminal Block Relay	EA	33.91	27.12	25.50	11.00
64	ALBR700HA32A1	ALBR700HA32A1 GP Tube Base Relay base rela		30.28	19.68	18.50	15.00
65	ALBR700HA32A14	GP Tube Base Relay base rela	EA	39.73	25.83	24.28	15.00
66	ALBR700HA32Z24	GP Tube Base Relay base rela	EA	28.41	18.47	17.36	
67	ALBR700HA32Z244	GP Tube Base Relay base rela	EA	37.87	24.62	23.15	15.00
68	ALBR700HN100	501in Guarded Tube Based Relay Socket	EA	11.83	7.69	7.23	14.00
69	ALBR700HN125	8 Pin Open StyleTube Based Relay Socket	EA	11.83	7.69	7.23	14.00
70	ALBR700HA33A1	GP Tube Base Relay base rela	EA	32.14	20.90	19.64	15.00
71	ALBR700HA33A14	GP Tube Base Relay base rela	EA	41.6	27.03	25.41	15.00
72	ALBR700HA33Z24	GP Tube Base Relay base rela	EA	30.28	19.68	18.50	
73	ALBR700HA33Z244	GP Tube Base Relay base rela	EA	39.73	25.83	24.28	15.00
74	ALBR700HN101	11 Pin Tube Based Relay Socket Pack	EA	14.02	9.12	8.57	14.00
75	ALBR700HN126	11-Pin Tube Style Relay Socket	EA	17.97	11.69	10.99	14.00
76	ALBR1492FB1C30	1 Pole Fuse Holder pole	EA	19.26	15.72	14.78	28.00
77	ALBR1492FB2C30	2 Pole Fuse Holder pole	EA	39.94	32.60	30.65	28.00
78	ALBR1492FB3C30	3 Pole Fuse Holder pole	EA	61.3	50.05	47.04	28.00
79	5P750	Eaton 750VA Transformer	EA.			475.00	
80	M2	Eaton NIC Card	EA.			482.00	
81	EDS-250A-T	MOXA Unmanaged 5 port switch	EA.			180.00	
82	EDS-250A-S-SC-T	MOXA Unmanaged switch 4 x 10/100base 1 x single mode fiber	EA.			424.15	
83	1492-REC15	Din Rail Receptacle	EA.			18.34	

	SOFTWARE							
LIN E	PRODUCT	DESCRIPTION	UNIT	LIST	MSRP	Net Price	% SAVINGS	
1	ALBR9324MRLDT21	ESD - Studio 5000 Standard Perpetual with 8-5, M-F Support	EA	\$4,737.96	4737.96	\$4,501.06	5	
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		FactoryTalk View Studio for FactoryTalk View Enterprise -						
		Perpetual. Configuration software for developing and testing both FactoryTalk View SE and FactoryTalk View ME HMI						
2	ALBR9701MVWSSPT31	applications. Includes 8x5 support, EDS	EA	\$3,818.53	3818.53	\$3,627.60	5	
		FactoryTalk View Studio for Machine Edition - Perpetual.						
		Configuration software for machine level HMI applications running on PanelView Plus 6/7 or FactoryTalk View ME						
3	ALBR9701MVWSTNMRT11	Station. Includes 8x5 support, EDS	EA	\$1,218.88	1218.88	\$1,157.94	5	
		FactoryTalk View SE Small Bundle: Unlimited Display Server						
	ALPRO70184VIMEVEDLOETS	with 5 Clients Perpetual with FactoryTalk View SE Small Bundle: Unlimited Display Server with 5 Clients Perpetual 8x5		¢16 F00 1	¢16 F00 1	¢15 692 6		
4	ALBR9701MVWSVBDL05T3	support, ESD	EA	\$16,509.1 1	\$16,509.1 1	\$15,683.6 5	8	
		FactoryTalk View SE Medium Bundle: Unlimited Display Server with 10 Clients Perpetual with FactoryTalk View SE						
5	ALBR9701MVWSVBDL10T2	Medium Bundle: Unlimited Display Server with 10 Clients Perpetual 8x5 support, ESD	EA	\$19,800.8 4	\$19,800.8 4	\$18,810.8 0	5	
		Factory Tells View SE Samon 100 Display - Daynot vol View SE						
		FactoryTalk View SE Server 100 Display - Perpetual. View SE Server for distributed HMI applications. View SE Clients are		40.000		40.005.54	_	
6	ALBR9701MVWSDT31	purchased separately. Incudes 8x5 support, EDS	EA	\$9,879.73	9879.73	\$9,385.74	5	
		FactoryTalk View SE Server 250 Display - Perpetual. View SE Server for distributed HMI applications. View SE Clients are		\$13,893.3		\$13,198.7		
7	ALBR9701MVWSDT21	purchased separately. Incudes 8x5 support, EDS	EA	8	13893.38	1	5	
		FactoryTalk View SE Redundant Server Unlimited Display						
8	ALBR9701VWRSVRT31	Perpetual with FactoryTalk View SE Redundant Server Unlimited Display Perpetual 8x5 support, ESD	EA	\$5,297.04	\$5,297.04	\$5,032.19	5	
		FactoryTalk View SE Station 100 Display - Perpetual. Local HMI (single station) applications with 100 displays where all						
9	ALBR9701MVWSTNST31	client and server components run on one computer. Includes 8x5 support, EDS	EA	\$5,595.95	5595.95	\$5,316.15	5	
		FactoryTalk View SE Station 250 Display - Perpetual. Local						
	AL DROZOMA STRUCTURES	HMI (single station) applications with 250 displays where all client and server components run on one computer. Includes		47.0== 05	7077.05	46.704.56	_	
10	ALBR9701MVWSTNST21	8x5 support, EDS	EA	\$7,075.33	7075.33	\$6,721.56	5	
		FactoryTalk View SE Station UNL Display - Perpetual. Local						
		HMI (single station) applications with unlimited displays where all client and server components run on one computer.						
11	ALBR9701MVWSTNST11	Includes 8x5 support, EDS	EA	\$9,776.82	9776.82	\$9,287.98	5	
		FactoryTalk View SE Client - Perpetual. Use with View SE						
12	ALBR9701MVWSDRT11	Server distributed HMI applications. Includes 8x5 support, EDS	EA	\$3,130.30	3130.30	\$2,973.79	5	
13	ALBR9541MTMFT11	ThinManagerFTA1VFLX8x5ESDS/W.Quantity=1 through 5	EA	\$2,661.13	2661.13	\$2,528.07	5	
14	ALBR9541MTMFT11	ThinManagerFTA1VFLX8x5ESDS/W.Quantity=5 or more	EA > 5	\$7,318.00	7318.00	\$6,952.10	5	
15	ALBR9541MTMUT11	ThinManager FTA 1 VFLX Red ESD S/W Quantity=1 through 5	EA	\$1,109.80	1109.80	\$1,054.31	5	
16	ALBR9541MTMUT11	ThinManager FTA 1 VFLX Red ESD S/W Quantity=5 or more	EA >	\$610.39	610.39	\$579.87	5	
10	ALDIOJ4TMIMIOTIT		†	2010.33	010.33	75,73.07		
		FactoryTalk Historian SE Standard - 1,000 tags - Perpetual. Includes Historian SE Server with 1,000 tags. Does NOT		\$17,903.7		\$17,189.6		
17	ALBR9518MHSET10	include VantagePoint Sever. Includes Self support, ESD	EA	8	17903.78	3	5	

		FactoryTalk Historian SE Standard - 1,000 tags - Perpetual. Includes Historian SE Server with 1,000 tags. Does NOT		\$18,955.8		\$18,199.6	
18	ALBR9518MHSET11	include VantagePoint Sever. Includes 8x5 support, ESD	EA	3 318,955.8	18955.83	318,199.6	5
		Historian SE 1,000 Tag Add On Perpetual with Historian SE		\$17,903.7		\$17,189.6	
19	ALBR9518MHSERT10	STD 1,000 Tag Perpetual Self support	EA	8	17903.78	3	5
		Historian SE 1K Tag Add On - Perpetual. Add tags to the Historian SE Server in increments of 1,000. Volume discount		\$18,955.8		\$18,199.6	
20	ALBR9518MHSERT11	applies. Activation Only. Includes 8x5 support, ESD	EA	3	18955.83	0	5
		Historian SE, 500 Tag Add On Perpetual with Historian SE,		\$11,084.9		\$10,643.5	
21	ALBR9518MHSERT20	500 Tag Add On Perpetual Self support	EA	0	11084.90	0	5
		Historian SE, 500 Tag Add On - Perpetual. Add 500 tag to an existing server. Can also be used as a new 500 tag Historian		\$11,736.5		\$11,269.0	
22	ALBR9518MHSERT21	SE Server. Includes 8x5 support, ESD	EA	2	11736.52	6	5
		Historian SE, OPC Data Access - Perpetual. Provides OPC					
		DA/HDA data access to the Historian server for 3rd party client applications. Historian CALs sold separately. Includes					
23	ALBR9518MHSTRT181	8x5 support, ESD	EA	\$4,208.20	4208.20	\$4,041.87	5
24	ALBR9301MKSET11	Kepware Manufacturing Suite	EA	\$3,407.00	3407.00	2895.5	5
25	SPYSWIN911/STANDARD	Alarm notification software includes 1 way sms	EA			2300	
26	SPYSWIN911/FT	Factory Talk Alarm & Event Client	EA			300	
27	CUSTOMER CARE SUBS	Annual support subscription	EA			425	

	SERVICES			
LIN	ENGINEERING & FABRICATION			
E	Description	UNIT	COST	
1	Programmer Hourly Rate	EA	165	
2	Fiber Specialist Hourly Rate	EA	135	
3	Terminator Hourly Rate	EA	90	
4	Project Manager Hourly Rate	EA	165	
5	Senior Engineer Hourly Rate	EA	165	
6	Junior Engineer Hourly Rate	EA	155	
7	Senior I&E Tech Hourly Rate	EA	135	
8	Junior I&E Tech Hourly Rate	EA	115	
9	Design Draftsman Hourly Rate	EA	165	
10	Document Controls Hourly Rate	EA	95	
11	Panel Shop Hourly Rate	EA	95	
12	Clerical Hourly Rate	EA	75	
13	Testing & Calibration Equipment Hourly Rate	EA	75	
	ELECTRICAL CONSTRUCTION			
.IN	Description	UNIT	COST	
1	Electrical Supervisor Hourly Rate	EA	95	
2	Electrical General Foreman Hourly Rate	EA	90	
3	Electrical Foreman Hourly Rate	EA	85	
4	Electrical Journeyman Hourly Rate	EA	80	
5	Electrical Helper Hourly Rate	EA	70	
6	Truck & Tools Daily Rate	EA	275	
7	Electrical Equipment Trailer (Regular) Daily Rate	EA	125	
8	Electrical Equipment Trailer (Large) Daily Rate	EA	175	

TOTAL PROJECT PRICING

1		Master SCADA Integration - VM Development HMI/Historian	\$30,000.00	\$30,000.00				
62		5069 Lift Station Panels (MOXA Copper) - Fabrication and Engineering	\$1,756,763.80					
15	·	5069 Lift Station Panels (MOXA Fiber) - Fabrication and Engineering	5069 Lift Station Panels (MOXA Fiber) - Fabrication and Engineering \$28,629.70					
LOT		SPARES	·	\$36,310.44				
		Total Sum		\$2,252,519.74				

MILESTONE BILLING

	Milestone Payment Schedule						
1	1 10% Upon Placement of						
2		25%	Upon Receipt of Major Materials				
3		15%	Upon Deployment of First Lift Station Site and SCADA Integration				
4		NET AMOUNT	Prorated Per Unit Price upon Deployment of each Additional Site 76 Total - \$14,819.21				

SPARE PARTS RECOMMENDATION

	SPARE PARTS RECOMMENDATION 10%						
1		8	5069-L306ER				
2		8	5069-IF8				
3		8	5069-OF4				
4		8	5069-IB16				
5		8	5069-OW16				
6		5	1606-XLB120E				
_		TOTAL	\$36,310.44				

Attachment B: Bid/Pricing Schedules



An Affiliate of The Reynolds Company

4541 AGNES ST

CORPUS CHRISTI, TX 78405-3323 (361) 882-2585

Entered Date		Customer PO #	Customer #	Order#	
3/10/23		LIFT STATION	600000289	23275899-00	
Placed By		Sales Rep In	Sales	Rep Out	
		CARLOS GONZALEZ	FRANK BETTENCOURT		
Taken By		Requested Ship Date	Printed Date and Time		
MCAZ		3/10/23	5/16/23 4:49 PM		

Bill To	Ship To
CITY OF CORPUS	CITY OF CORPUS
PO BOX 9277	WAREHOUSE@STEVENS FILTER PLANT
	13101 LEOPARD ST
CORPUS CHRISTI, TX 78469-9277	CORPUS CHRISTI, TX 78410-4524

WE ARE PLEASED TO PROVIDE THE FOLLOWING QUOTE FOR YOUR REVIEW QUOTES ARE VALID FOR 30 DAYS WITH THE EXCEPTION OF COMMODITIES OR WHERE OTHERWISE NOTED

Instructions			Reference	
Ship Point	Ship	o Via	Te	erms
MCE - CORPUS CHRISTI	OUR T	TRUCK	Ni	ET30

Notes

Line	Product and Description	Quote Qty	Net Avail	Estimated Ship Date	Unit Price	Price UM	Net Amount (\$)
1	ALBR9541MTMFT11 A-B 9541M-TMFT11 THINMAN AGER V-FLEX 1 PERPETUAL	10.00	0.000.00	3/13/23	1,390.44	E	13,904.40
2	ALBR9541MTMUT11 A-B 9541M-TMUT11 THINMANAGER V-FLEX	10.00	0.00	3/13/23	579.87	EA	5,798.70
3	ALBR9701MVWSVBDL10T21 A-B 9701M-VWSVBDL10T21 FACTORYTALK VIEW SE MED	1.00	0.00	3/13/23	18,810.80	EA	18,810.80
4	ALBR9701MVWRSVRT31 A-B 9701M-VWRSVRT31 FACTORYTALK VIEW SE	1.00	0.00	3/13/23	5,032.19	EA	5,032.19
5	ALBR9518MHSTT11 A-B 9518M-HSTT11 HISTORIAN SE STANDARD	3.00	0.00	3/13/23	12,131.75	EA	36,395.25
6	ALBR9518MHSTRT181 A-B 9518M-HSTRT181 HISTORIAN SE OPC DATA	1.00	0.00	3/13/23	4,041.87	EA	4,041.87
7	ALBR9324MRLDT21 A-B 9324M-RLDT21 ESD STUDIO 5000 STANDARD W/	1.00	0.000.00	3/13/23	4,501.06	E	4,501.06
8	ALBR9701MVWSTDENTT61 A-B 9701M-VWSTDENTT61 FA CTORYTALK STUDIO ENTERPR	1.00	0.00	3/13/23	2,995.35	EA	2,995.35
9	SPYSWIN911/STANDARD SPY WIN-911/STANDARD SOFTWARE	1.00	0.00	3/13/23	2,300.00	EA	2,300.00
10	SPYSWIN911/FT SPY WIN-911/FT FACTORY TALK A&E CLIENT	1.00	0.00	3/13/23	300.00	EA	300.00
11	ALBR6200TKB A-B 6200T-KB VERSAVIEW 5200 DUAL 4K THIN CLIENT	10.00	0.00	3/13/23	1,315.07	E	13,150.70
13	SCADA IT INTEGRATION SERVICE	1.00	0.00	3/13/23	35,000.00	EACH	35,000.00

THE ESTIMATED SHIP DATE IS ONLY ACCURATE FOR IMMEDIATE ORDERS AND IS BASED ON AVAILABILITY AT THE TIME OF ORDER.

The sale of products and services by Seller is subject to Seller's general terms and conditions of sale ("Seller's Terms") as attached to this document or as otherwise posted on Seller's website. Seller objects to and rejects any terms or conditions that may appear on or are referenced in Customer's purchase order or other documents that are in addition to or otherwise inconsistent with Seller's Terms.

Customer's receipt or acceptance of delivery of any ordered item above will constitute its acceptance of Seller's Terms.



QUOTE

An Affiliate of The Reynolds Company

4541 AGNES ST CORPUS CHRISTI, TX 78405-3323 (361) 882-2585

Entered Date		Customer PO #	Customer #	Order #	
3/10/23		LIFT STATION	600000289	23275899-00	
Placed By		Sales Rep In	Sales Rep Out		
		CARLOS GONZALEZ	FRANK BE	TTENCOURT	
Taken By		Requested Ship Date	Printed Date and Time		
MCAZ		3/10/23	5/16/23	4:49 PM	

Bill To	Ship To
CITY OF CORPUS	CITY OF CORPUS
PO BOX 9277	WAREHOUSE@STEVENS FILTER PLANT
	13101 LEOPARD ST
CORPUS CHRISTI, TX 78469-9277	CORPUS CHRISTI, TX 78410-4524
	·

12	Lines Total	Total Qty Quoted	41.00	Subtotal	142,230.32
				Taxes Total	0.00 142,230.32

Page 7 of 7

Attachment C: Insurance and Bond Requirements

A. CONTRACTOR'S LIABILITY INSURANCE

- Contractor must not commence work under this agreement until all insurance required
 has been obtained and such insurance has been approved by the City. Contractor
 must not allow any subcontractor Agency to commence work until all similar insurance
 required of any subcontractor Agency has been obtained.
- 2. Contractor must furnish to the City's Risk Manager and Contract Administer one (1) copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies by endorsement, and a waiver of subrogation is required on all applicable policies. Endorsements must be provided with COI. Project name and or number must be listed in Description Box of COI.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE		
Commercial General Liability Including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence		
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$500,000 Combined Single Limit		
WORKERS' COMPENSATION	Statutory		
EMPLOYER'S LIABILITY	\$500,000 /\$500,000 /\$500,000		

3. In the event of accidents of any kind related to this agreement, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

B. <u>ADDITIONAL REQUIREMENTS</u>

1. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The

workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met.

- 2. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A-VII.
- 3. Contractor shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi Attn: Risk Manager P.O. Box 9277 Corpus Christi, TX 78469-9277

- 4. Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:
 - List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide 30 calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than 10 calendar days advance written notice for nonpayment of premium.
- 5. Within 5 calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- 6. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to remove the exhibit

- hereunder, and/or withhold any payment(s) if any, which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- 7. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.
- 8. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.
- 9. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

2022 Insurance Requirements
Ins. Req. Exhibit
Contracts for General Services – Services Performed Onsite
12/14/2022 Risk Management – Legal Dept.

Bond is not required for this service agreement.

Warranty Requirements

Warranty for all electrical, panel work and programming will be for 180 days from date of completion.