

SERVICE AGREEMENT NO. 6032

Pump Repairs for O.N. Stevens Water Plant

THIS **Pump Repairs for O.N. Stevens Water Plant Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Excel Pump & Machine, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Pump Repairs for O.N. Stevens Water Plant in response to Request for Bid/Proposal No. 6032 ("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 Pump Repairs for O.N. Stevens Water Plant ("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 three 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 two additional one-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 \$1,599,980.00, 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:

Name: Diana Zertuche-Garza
Department: Corpus Christi Water
Phone: (361) 826-1827
Email: Dianaz@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: Diana Zertuche-Garza
Title: Contracts/Funds Administrator
Address: 13101 Leopard Street, Corpus Christi, Texas 78410
Phone: (361) 826-1827
Fax: (361) 826-4495

IF TO CONTRACTOR:

Excel Pump & Machine, Inc.
Attn: Randall Houghton
Title: President
Address: 1450 E. State Hwy. 44, Robstown, Texas 78380
Phone: (361) 387-4508

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.

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.

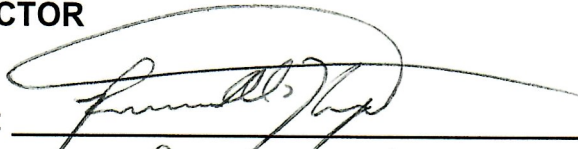
(B) Alternatively, the City may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

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 City be liable for incidental, consequential or special damages.
- 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, 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: 

Printed Name: RANDALL HOUGHTON

Title: PRESIDENT

Date: 9/23/2024

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. 6032
- Exhibit 2: Contractor's Bid/Proposal Response

Attachment A - Scope of Work

1.1 General Requirements

- A. The Contractor shall provide pump repairs at the O. N. Stevens Water Treatment Plant (ONSWTP) and all booster and raw water pump stations operated by ONSWTP for Corpus Christi Water outlined in this Scope of Work.
- B. The City's pump inventory for this contract, outlined in this Scope of Work, consists of approximately 39 pumps. Pump brands may include the following: Byron Jackson, Fairbanks Morse, Flowserve, Cascade, Peerless, Flygt and Allis Chalmers
- C. The Contractor shall provide repair services on an as needed basis.
- D. The Contractor shall provide labor, material, parts, and transportation necessary to perform the services.

1.2 Scope of Work

- A. The Contractor's work shall include, but is not limited to, disassembly, inspection, repair, and rebuilding of pumps.
- B. Typical pump evaluation or repair may include, but is not limited to, stator, shaft, impeller, volute, seals, gaskets, stuffing box, packing gland and bearings.
- C. General machine work and/or repair shall consist of but is not limited to balancing, welding, straightening, grinding, custom part manufacturing, shaft rebuilding and fabricating, sand blasting, and coating of pump.
- D. The Contractor shall clean using steam, grit or solvent to obtain accurate measurements, and for non-destructive evaluation.
- E. All repairs shall be in accordance with current pump nameplate data and conditions, drawings, standards and/or OEM specifications. If the pump is missing nameplate data, refer to City staff for additional information.
- F. After repairs, the pump(s) shall be repainted to manufacturer recommendation and specification, in a color approved by the City and super coated equal to manufacturer recommendation or better.
- G. The City's equipment while in Contractor's possession must be properly stored and secured at all times.
- H. The City reserves the right to inspect the pump at any time during the repair.
- I. The Contractor facilities may be subject to inspection at any time by a City representative. When deemed appropriate, the City reserves the right to use third party inspection services at the City's expense.

- J. The City reserves the right to audit the Contractor's project costs at any time during the Contract term. As repairs are needed, the City will contact the Contractor via email and/or phone. The Contractor will be responsible for picking up and delivering the pumps in a flatbed or trailer capable of transporting at least 5000 lbs.
- K. Field labor may be required, including but not limited to teardown, field repairs and assistance in the field.
- L. The Contractor will pick up the pumps within 24 hours of the City's notification. The City staff will load and unload the pumps to/from the Contractor vehicle.
- M. Upon receipt of pump, the Contractor will inspect the pump and submit an inspection report and repair estimate based on pricing outlined in the contract within five business days after receipt of pump. The repair estimate shall include any noted problems, special conditions, inspection results, conclusion/recommendations, visual findings by drawings or digital photos including a "No Destructive Testing Report" added to the "As Received Report". For larger or specialty pumps that may require longer than five business days, the Contractor shall notify the City prior to the end of five business days so additional time can be negotiated as warranted.
 - a. Estimate must include travel time if the location is greater than 30 miles from the O. N. Stevens Water Treatment Plant (ONSWTP) and will be charged to Field Labor Line. Time will be charged at a 1:1 rate whereas 1 hour of travel time is equivalent to 1 hour of field labor regardless of the personnel allocated to travel.
 - b. Travel time not permitted for locations 30 miles or less from ONSWTP.
- N. If the repair estimate is not economical for the City to proceed with the repair, then the Contractor shall provide comparative analysis between the replacement and repair costs. The City may decide to buy a new pump through a new solicitation.
- O. The repair estimate shall be submitted electronically in PDF format via email and itemized as follows:
 - a. Estimated repair time, to include delay time for parts/materials. If repair time is expected to exceed ten business days, the Contractor must define the completion time, and outline the reason for the delay.
 - b. List of parts/components to be repaired and/or replaced and costs of parts
 - c. Shipping costs for parts/materials
 - d. Costs to expedite parts/materials (will be deducted from the shipping allowance), if requested and approved by a City representative.

- e. Parts/materials mark-up as specified in the contract.
- f. Hourly labor costs at rates set by Contract, to include Regular Time, and Expedited or emergency repair (if approved).
- g. Pump replacement cost – if Contractor deems items not repairable a replacement cost shall be submitted to the City for review and approval.
- P. All parts shall be equivalent to or better than original equipment manufacturer (OEM) standards
- Q. If the estimate is accepted and work performed, the Contractor's invoice shall not exceed the estimated amount unless previously authorized by the Contract Administrator in writing prior to the work being performed.
- R. After repairs are completed, a mechanical documentation repair report must be submitted. The report shall contain post-repair findings, including but not limited to the following: cover page, as received photographs and final photographs, balance report and Non-Destructive Testing reports.
- S. Expedited and emergency hours must be authorized in writing by a City representative. The City may ask for prioritization for emergency repairs.

1.3 Invoicing

The Contractor must submit an itemized invoice for payment, which shall contain the following information:

1. Purchase Order (P.O) Number and Service Agreement Number
2. Pump Location/Address
3. Serial number of equipment
4. Description of Service
5. Total hours billed; Overtime hours will include a written approval by City staff.
6. Itemized list of parts/materials
7. Invoices for parts/materials (to verify markup)
8. Shipping costs for parts/materials

1.4 Warranty

- A. The Contractor shall warrant that work performed conforms to the specification and is free of any defects in equipment, material or workmanship performed by the contractor or any of its subcontractors or suppliers. All work provided by the Contractor shall be warranted for a minimum period of 1 year from the date of final acceptance of the work.
- B. Material shall be warranted against material defects and defects in workmanship for a period of 1 year. The warranty period shall commence upon

date of acceptance by the City. If the manufacturer's standard warranty period exceeds one year, then the warranty period hereunder shall be the length of the manufacturer's warranty. The Contractor shall be responsible for the warranty. The Contractor shall provide the City with all manufacturer's warranty documents upon completion of service.

C. The Contractor must provide onsite technical support within 24 hours of notification by the City.

1.5 Contractor Quality Control and Superintendence

The Contractor shall establish and maintain a complete Quality Control Program that is acceptable to the Contract Administrator to assure that the requirements of the Contract are provided as specified. The Contractor shall also provide supervision of the work to ensure it complies with the contract requirements.

1.6 Work Site Locations

Pumps are located at the locations listed below. The City reserves the right to add additional locations as needed.

A. Raw Water Building One (Nueces River Raw Water Complex):

Raw Water Pump 1	Flowserve Vertical Turbine – Model 36ENM-1/885RPM
Raw Water Pump 3	Flowserve Vertical Turbine – Model 35ELL-1/885RPM
Raw Water Pump 4	Flowserve Vertical Turbine – Model 35ELL-1/885RPM

B. Raw Water Building Two (Nueces River Raw Water Complex):

Raw Water Pump 7	Fairbanks Morse 24" X 30" 5712 Vertical Overhung Pump/22000 GPM, 115 FT TDH
Raw Water Pump 8	Fairbanks Morse 24" X 30" 5712 Vertical Overhung Pump/22000 GPM, 115 FT TDH
Raw Water Pump 9	Fairbanks Morse 24" X 30" 5712 Vertical Overhung Pump/22000 GPM, 115 FT TDH
Raw Water Pump 10	Fairbanks Morse 24" X 30" 5712 Vertical Overhung Pump/22000 GPM, 115 FT TDH

C. High Service Building Two (Plant/Treated Water):

High Service Pump 8	Flowserve 400LNN800 – Horizontal Split Case Pump/13700 GPM, 260 TDH
High Service Pump 9	Flowserve 400LNN800 – Horizontal Split Case Pump/13700 GPM, 260 TDH
High Service Pump 10	Flowserve 400LNN800 – Horizontal Split Case Pump/13700 GPM, 260 TDH
High Service Pump 11	Flowserve 400LNN800 – Horizontal Split Case Pump/13700 GPM, 260 TDH

D. High Service Building Three (Plant/Treated Water):

High Service Pump 12	Flowserve 400LNN800 – Horizontal Split Case/13700 GPM, 260 TDH
High Service Pump 13	Flowserve 400LNN800 – Horizontal Split Case/13700 GPM, 260 TDH
High Service Pump 14	Flowserve 400LNN800 – Horizontal Split Case/13700 GPM, 260 TDH
High Service Pump 15	Flowserve 400LNN800 – Horizontal Split Case/13700 GPM, 260 TDH
High Service Pump 16	Flowserve 400LNN800 – Horizontal Split Case/13700 GPM, 260 TDH
High Service Pump 17	Flowserve 400LNN800 – Horizontal Split Case/13700 GPM, 260 TDH

E. Low Lift Pump (Raw Water/Pre-Sed Basin):

Low Lift Pump 1	Cascade 24P, 1 Stage Vertical Turbine Pump/15,200 GPM 21.9 TDH
Low Lift Pump 2	Cascade 24P, 1 Stage Vertical Turbine Pump/15,200 GPM 21.9 TDH
Low Lift Pump 3	Cascade 24P, 1 Stage Vertical Turbine Pump/15,200 GPM 21.9 TDH

F. Wash Water Pumps (Plant/Treated Water – Filter Backwash):

Wash Water Pump 3	Flowserve 23EPH-1 Vertical Turbine Pump/1180 RPM, 9000 GPM
Wash Water Pump 5	Peerless 24HH-OH-1 Vertical Turbine Pump, 9000 GPM 71 TDH
Wash Water Pump 7	Peerless 24HH-OH-1 Vertical Turbine Pump, 9000 GPM 71 TDH

G. Staples Booster Pump Station (Treated Water):

Pump 1	Flowserve 10LR-178B – Horizontal Split Case/5208 GPM
Pump 2	Flowserve 10LR-178B – Horizontal Split Case/5208 GPM
Pump 3	Flowserve 10LR-178B – Horizontal Split Case/5208 GPM

H. Navigation Booster Pump Station (Treated Water):

Pump 1	Flowserve 350LNN-725-A/16x20LNN/7000 GPM/140 TDH
Pump 2	Flowserve 350LNN-725-A/16x20LNN/7000 GPM/140 TDH
Pump 3	Flowserve 350LNN-725-A/16x20LNN/7000 GPM/140 TDH

I. Sand Dollar Booster Pump Station (Treated Water):

Pump 1	Flowserve 10LR-17B Horizontal Split Case Pump
Pump 2	Flowserve 10LR-17B Horizontal Split Case Pump
Pump 3	Flowserve 10LR-17B Horizontal Split Case Pump

J. Holly Elevated Storage Tank:

Holly PS Pump 1	Grundfos 29 – 14152 Horizontal Split Case/4436 GPM, 34.40 TDH
Holly PS Pump 2	Grundfos 29 – 14152 Horizontal Split Case/4436 GPM, 34.40 TDH

K. Rand Morgan Elevated Storage Tank:

Rand Morgan PS Pump 1	Grundfos 29 – 14152 Horizontal Split Case/4436 GPM, 34.40 TDH
Rand Morgan PS Pump 2	Grundfos 29 – 14152 Horizontal Split Case/4436 GPM, 34.40 TDH

L. Flour Bluff Elevated Storage Tank:

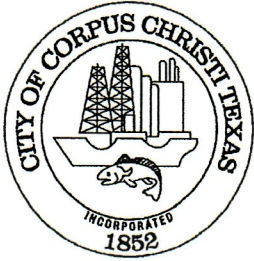
Flour Bluff Elevated Storage Tank	Pentair Centrifugal Pump 411N LFC/1180 RPM/400 GPM/75 FH
-----------------------------------	--

M. Woodsboro Pump Station (Mary Rhodes Pipeline):

WPS Pump 202	Patterson – 20x18 MABS/1195RPM, 12500 GPM
WPS Pump 203	Patterson – 20x18 MABS/1195RPM, 12500 GPM
WPS Pump 204	Patterson – 20x18 MABS/1195RPM, 12500 GPM
WPS Pump 205	Patterson – 20x18 MABS/1195RPM, 12500 GPM

N. Bloomington Pump Station (Mary Rhodes Pipeline):

BPS Pump 102	Patterson – 24x20 MACS/1180 RPM, 12500 GPM
BPS Pump 103	Patterson – 24x20 MACS/1180 RPM, 12500 GPM
BPS Pump 104	Patterson – 24x20 MACS/1180 RPM, 12500 GPM
BPS Pump 105	Patterson – 24x20 MACS/1180 RPM, 12500 GPM



Attachment B - Bid/Pricing Schedule

**CITY OF CORPUS CHRISTI
CONTRACTS AND PROCUREMENT
BID FORM
RFB No. 6032
Pump Repairs at O.N. Stevens Water Treatment Plant**

Date: 9/10/2024

PAGE 1 OF 2

Bidder: RANDALL HOUGHTON

Authorized
Signature:

1. Refer to "Instructions to Bidders" and Contract Terms and Conditions before completing bid.
2. Quote your best price for each item.
3. In submitting this bid, Bidder certifies that:
 - a. the prices in this bid have been arrived at independently, without consultation, communication, or agreement with any other Bidder or competitor, for the purpose of restricting competition with regard to prices.
 - b. Bidder is an Equal Opportunity Employer, and the Disclosure of Interest information on file with City's Contracts and Procurement office, pursuant to the Code of Ordinances, is current and true.
 - c. Bidder is current with all taxes due and company is in good standing with all applicable governmental agencies.
 - d. Bidder acknowledges receipt and review of all addenda for this RFB.
4. Bidders must not write over or revise the bid form. Bidders will be considered Non-Responsive if the bid form is modified.

Item	Description	Unit	Qty.	Unit Price	Total Price
1	Shop Labor Normal Hours, (M-F 8:00 a.m.-5:00 p.m.)	HRS	5000	\$ 59 ⁵⁰	\$ 297,500 ⁰⁰
2	Shop Labor – Expedited/Emergency	HRS	600	\$ 59 ⁵⁰	\$ 35,700 ⁰⁰
3	Field Labor – Normal Hours (M-F 8:00 a.m.-5:00 p.m.)	HRS	880	\$ 59 ⁵⁰	\$ 52,360 ⁰⁰
4	Field Labor – Expedited/Emergency	HRS	360	\$ 59 ⁵⁰	\$ 21,420 ⁰⁰

5	Pickup Charge from City's location to Contractor's business location	EA	70	\$ 0 ⁰⁰	\$ 0 ⁰⁰
6	Delivery Charge from Contractor's business location to City's location	EA	70	\$ 0 ⁰⁰	\$ 0 ⁰⁰
		Unit	Estimated Spend	Mark Up (%)	Estimated Spend+ Mark up
7	Parts/Materials	EA	\$550,000	18%	649,000 ⁰⁰
8	Freight Allowance for Parts/Materials	EA	\$ 44,000		\$ 44,000
9	Full Replacement Allowance	EA	\$500,000		\$500,000
Total					\$1,599,980 ⁰⁰

Attachment C - Insurance Requirements

CONTRACTOR'S LIABILITY INSURANCE

1. Contractor must not commence work under this agreement until all insurance required has been obtained and approved by the City. Contractor must not allow any subcontractor 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 Administrator, 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 for 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
AUTOMOBILE LIABILITY (including) 1. Owned 2. Hired & Non-owned 3. Rented & Leased	\$500,000 Combined Single Limit
WORKERS' COMPENSATION Employer's Liability	Statutory \$500,000 / \$500,000 / \$500,000
MOTOR TRUCK CARGO (or) TRIP TRANSIT	\$250,000 Combined Single Limit
BAILEE'S CUSTOMER GOODS	\$250,000 Per Occurrence

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

Additional Requirements –

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. An All States endorsement shall be required if consultant is not domiciled in the State of Texas.
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 replacement Certificate of Insurance to City at the address provided below within 10 days of any change made by the Contractor or as requested by the City. 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 Management
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, and volunteers, as additional insureds by endorsement with regard to operations, completed operations 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 ten calendar days advance written notice for nonpayment of premium.
5. Within five 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 stop work hereunder, and/or withhold any payment(s) which become due to Consultant 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 contract.
 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 contract.
 9. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

Bond Requirements:

No bond requirements therefore, Agreement Section 5 Insurance; Bond subsection 5(B), is hereby void.

2021 Insurance Requirements

Ins. Req. Exhibit **4-B**

Contracts for General Services – Services Performed Onsite

05/10/2021 Risk Management – Legal Dept.

Attachment D - Warranty

- A. The Contractor shall warrant that work performed conforms to the specification and is free of any defects in equipment, material or workmanship performed by the contractor or any of its subcontractors or suppliers. All work provided by the Contractor shall be warranted for a minimum period of 1 year from the date of final acceptance of the work.
- B. Material shall be warranted against material defects and defects in workmanship for a period of 1 year. The warranty period shall commence upon date of acceptance by the City. If the manufacturer's standard warranty period exceeds one year, then the warranty period hereunder shall be the length of the manufacturer's warranty. The Contractor shall be responsible for the warranty. The Contractor shall provide the City with all manufacturer's warranty documents upon completion of service.
- C. The Contractor must provide onsite technical support within 24 hours of notification by the City.