



## SERVICE AGREEMENT NO. 2773

### Truck Scale for Solid Waste Services

THIS **Truck Scale for Solid Waste Services Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and A-1 Scale Service, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Truck Scale for Solid Waste Services in response to Request for Bid/Proposal No. 2773 ("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 Truck Scale for Solid Waste Services ("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.** This Agreement is for 5 years, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or the Contracts and Procurement Department. 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 by written amendment prior to the expiration of the original term or the then-current Option Period. The City's extension authorization must be executed by the City Manager or designee.
- 3. Compensation and Payment.** This Agreement is for an amount not to exceed \$76,463.00, subject to approved extensions and changes. Payment will be made for Services completed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. Contractor shall invoice no more frequently than once per month. 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 will 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: Gabriel Maldonado  
Department: Solid Waste Services  
Phone: (361) 826-1986  
Email: GabrielM3@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 30<sup>th</sup> 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.** Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator unless the subcontractors were named in the bid or proposal or in an Attachment to this Agreement, as applicable. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. 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 Contractor and its employees had performed the work. The City may, at the City's sole discretion, choose not to accept Services performed by a subcontractor that was not approved in accordance with this paragraph.
- 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: Gabriel Maldonado  
Title: Contracts/ Funds Administrator  
Address: 2525 Hygeia Street, Corpus Christi, Texas 78415  
Phone: (361) 826-1986  
Fax: (361) 826-1971

**IF TO CONTRACTOR:**

A-1 Scale Service, Inc.  
Attn: Christopher Buchhorn  
Title: President  
Address: 4807 N.W. Industrial, San Antonio, Texas 78238  
Phone: (210) 521-7848  
Fax: (210) 521-1333

**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 Manager may terminate this Agreement for Contractor's failure to comply with any of the terms of this Agreement. The Contract Administrator 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 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 Contractor. The City Manager 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. 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.
- 21. 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.
- 22. 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).
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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: \_\_\_\_\_

Title:

Date:

## CITY OF CORPUS CHRISTI

Kim Baker

Director of Contracts and 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. 2773

## Exhibit 2: Contractor's Bid/Proposal Response

## **Attachment A - Scope of Work**

### **1.1 General Requirements/Background Information**

- A. The Contractor shall provide, install and maintain one truck scale and its components per the specifications outlined in this Scope of work for the Solid Waste Operations located at the J.C Elliot Transfer Station.
- B. The annual number of vehicles, which pass through the scale is approximately 22,162. The software the scale will communicate is with Mettler – Toledo.
- C. The scale provided shall fit the same foundation and ties into the existing software.
- D. The design and manufacturer of the scale weighbridge, load cells and associated accessories shall be one manufacturer as to maximize compatibility and availability of components.

### **1.2 Specifications**

#### **A. Motor Truck Scale Weighbridge**

- 1. The Scale shall be Mettler Toledo Model VTS101 or equivalent
- 2. The Scale weighbridge shall be capable of weighing trucks that have dual-tandem axle weights (4 feet minimum between dual axles and at least 10feet from next axle) of up to 60,000 pounds and shall have a Concentrated Load Capacity (CL) of 80,000 pounds.
- 3. The Scale weighbridge shall have an overall weighing surface of not less than 60 feet by 11 feet wide.
- 4. The Scale shall be fully electronic in design and shall not incorporate any mechanical weighting elements.
- 5. The scale shall be calibrated to a minimum of 120,000 pounds by 20-pound increments and not be exceed 200,000 pounds. System configurations with increments greater than 20-pound increment will not be accepted; therefore, scales with gross capacities in excess of 200,000 pounds will not be acceptable in order for the scale to meet NTEP Legal-for-Trade regulatory requirements
- 6. All enclosed chambers created by joining two steel members must be hermetically sealed to eliminate internal corrosion.
- 7. The weighbridge decking shall be no less than 5/16" tread plate.
- 8. The scale weighbridge assemblies shall incorporate no bolted connections between the load cell and weighbridge assemblies
- 9. The weighbridge platform shall be provided with side-to-side and end-wall checking assemblies. The side checking assemblies shall be integrated into the load cell base plates. End-wall bumper plates shall be embedded or bolted to the end-walls.



10. The load cell base plates shall have a minimum thickness of ½" and shall be anchored securely to the scale foundation.
11. The scale shall meet the requirements set forth by the current edition of the National Institute of Standards and Technology Handbook 44(NIST H-44). The scale manufacturer shall provide a Certificate of Conformance (NTEP Certification) to these standards upon request.
12. The weighbridge structural members shall be shot blasted to a minimum SSPC-SP6 specification prior to painting
13. All exterior surfaces of the scale shall have a two-component, high-build epoxy finish, impregnated with aluminum flake for increased corrosion resistance and UV protection, providing total Dry Film Thickness of 8-10 mils (International/Akzo Nobel Intergard 7562 or equivalent).

#### **B. Motor Truck Scale Load Cell specifications**

1. Load cells shall be METTLER TOLEDO POWERCELL® PDX® load cell or equivalent.
2. Each load cell shall have a minimum capacity of 50 metric tons (110,000 pounds) with 300% ultimate overload rating.
3. All Load cells shall be certified by NTEP and meet the specifications as set forth by NIST HB-44 for Class IIII devices. The manufacturer shall provide a Certificate of Conformance to these standards upon request.
4. All load cells shall be certified to meet the specifications set forth by the International Organization of Legal Metrology (OIML) in document R60 for C3 load cells, which requires 60% tighter accuracy tolerances than NIST HB-44 for Class IIII devices. The manufacturer shall provide a Certificate of Conformance to these standards upon request.
5. Load cells shall be digital with an integral microprocessor and analog-to-digital conversion function located within the load cell housing.
6. Load cells shall output only converted digital information without load correction for load position to the scale instrument. Analog output of signals from the load cell is not acceptable due to susceptibility of signal interference.
7. The load cell assembly shall be constructed so as to perform as a rocker pin and shall have no positive fixed mechanical connectors, such as bolts or links that are required in mounting the load cell to the weighbridge or foundation base plates.
8. The load cell shall not require check rods, flexures, or chain links for stabilization, as these items are sources of ongoing maintenance requirements.
9. The load cell shall not require a junction box to communicate between the load cell and scale instrument. No other devices shall be permitted between the load cell and the digital weight display. Junction boxes, summing boards, gathering boards, gathering boxes, totalizers, external analog-to-digital

converter boxes, and sectional controller boxes will not be accepted because of their significant and inherent maintenance issues.

10. The load cell shall be of stainless-steel construction and hermetically sealed with a minimum NEMA 6P / IP68 (submersible) and IP60K rating.
11. The load cell shall contain integral Transient Voltage Surge Suppressors (TVSS) for all input and communication lines. Each TVSS shall contain self-resetting thermal breakers to protect the load cell components from voltage and current surges.
12. The load cell shall come equipped with a neoprene rubber boot to keep debris from contaminating the lower bearing surface.
13. The load cell shall have a positive-lock quick connector integral to its housing for connecting and disconnecting the load cell interface cable at the load cell. The connector shall be of glass-to-metal, pin-type construction to maintain a hermetic seal.
14. System shall be so designed as to permit a load cell cable to be replaced without either splicing the load cell cable or replacing the load cell, either of which will contribute to eventual system failure and unnecessary service costs. System shall be so designed as to permit the replacing the load cell cable without requiring that the scale must be recalibrated, further reducing service and maintenance costs.
15. The load cell shall have the following specifications:
  - $V_{min}$ : 5.0 pounds maximum
  - Hysteresis:  $\pm 0.025\%$  of full scale
  - Non-Linearity:  $\pm 0.015\%$  of full scale
  - Creep (30 minutes):  $\pm 0.017\%$  of applied load
  - Temperature range:  $-10^{\circ}\text{C} + 40^{\circ}\text{C}$
16. The load cell interface cable shall be stainless steel sheathed for environmental and rodent protection. Neoprene covered load cell cable shall not be permitted.
17. Load cell cables which are hard wired directly to the load cell are not acceptable due to the failure rates associated with moisture wicking into the load cell from aged cables or damaged cables, and due to the unnecessary expense associated with replacing entire load cells when only a cable has been damaged.

### **C. Motor Truck Scale Instrumentation specifications**

1. The scale instrument shall be Mettler Toledo IND246 Power cell or equivalent.
2. The scale instrument shall be NTEP certified. A Certificate of Conformance shall be provided by the manufacturer upon request.
3. The scale instrument shall be housed in an enclosure that is suitable for desktop mounting.

4. The scale instrument shall use full text (descriptive word) based prompts for entry of setup and calibration parameters. Data and configuration parameters shall be entered through the instrument's alpha-numeric keypad – no external keyboard shall be required.
5. The scale instrument shall provide multiple digital filtering parameters of the displayed weight.
6. The scale instrument shall have preconfigured software to perform truck in / out weighments.
7. The Contractor will integrate the scales and corresponding instrumentation with the current scale reporting software: Auto Scale CMRS by Mettler Toledo.
8. The scale instrument shall have gross/net weight switching and the ability to recall the gross or tare weights in the net mode.
9. The scale instrument shall be capable of being programmed and calibrated in pounds or kilograms
10. The scale instrument shall have a (2) standard communication ports. One provides bi-directional RS232C and the second can be configured for RS232C, RS422 or RS485. The port shall be capable of receiving a remote print command vial serial communication or hard wire input.
11. The scale instrument shall have Ethernet communication card.
12. The scale instrument shall have a standard analog output providing either 4-20mA or 0-10V.
13. The scale instrument shall have two standard optically isolated inputs.
14. The scale instrument shall have two standard relay output contacts.
15. The scale instrument shall have addition slots available for additional option cards.
16. The scale instrument shall have a built-in clock / calendar.

#### **D. Motor Truck Scale Junction Box and Cable**

1. Junction boxes shall not be permitted in the scale, attached to the exterior of the scale, or remotely mounted from the scale. Sectional controllers with encapsulated PCBs shall not be permitted due to the failure rates associated with PCBs that have wired connections made within enclosures which are not hermetically sealed.
2. Load cell cables and scale instrument cables shall be stainless steel sheathed for environmental and rodent protection.
3. In order to minimize maintenance issues, only a single cable shall be used to transmit data or weight signals between the weighbridge and the digital weight display.

## **E. Motor Truck Scale Lighting Protection**

1. The lightning protection system shall be a METTLER TOLEDO StrikeShield<sup>®</sup> Lightning Protection System or equivalent.
2. A comprehensive lightning protection system shall be provided with the scale.
3. The system shall not require complicated wiring or devices to provide this protection.
4. Major scale components including load cells and scale instrument (terminal) shall be included in the lightning protection system.
5. Grounding of all scale components including load cells, scale instrument, and accessories shall be to one common point. Systems with multiple ground points are not acceptable.
6. An AC line surge protector shall conveniently plug into a common electrical outlet and have a receptacle.
7. Each AC line surge protector required shall have one isolated, grounding, hospital-grade duplex receptacle, and an internal 15-amp circuit breaker.
8. Verification of the lightning protection system's performance shall be available in writing from a third-party verification laboratory upon request. Proposals submitted without confirming the availability of third-party verification that the load cells, cables, and instrument as a system have been able to withstand the equivalent of a lightning strike with 80,000 amperes will be rejected.

### **1.3 Motor Truck Scale Installation**

- A. The existing foundation shall be used for the new scale.
- B. The existing scale shall be removed from the foundation and hauled away from the site.
- C. All dirt and debris shall be removed from the foundation and make ready for the new scale.
- D. The scale shall be bolted down to the existing foundation.
- E. Modification or additions to the foundation will be allowed upon approval of the Contract Administrator. Measurement of the pad for the new scale and pictures of the current scale are attached
- F. The Contractor shall safeguard the areas while services are being performed. The Contractor shall be responsible for assuring the safety of its employees, City employees, and the public during performance of all services under this agreement.
- G. The Contractor will be responsible for damage to surrounding surface, facilities or person caused by its materials, equipment or workers.
- H. The Contractor will be responsible for protecting the work from damage from any source prior to final acceptance.

- I. Upon completion of installation, the Contractor shall conduct careful inspection with the department personnel and shall correct all defective work to the satisfaction of the Contract Administrator.
- J. The Contractor shall remove all scarp, litter and debris resulting from operations specified herein and leave work and the premises in clean and satisfactory conditions.

#### **1.4 Delivery**

- A. The Contractor shall deliver the Truck Scale and its components per the specifications outlined in this Scope of Work.
- B. Once the notice to proceed is issued, the acceptable lead time for delivery and installation is 3 months.
- C. The Contractor will supply operational manual and maintenance manual with the delivery for the Truck Scale and its components.
- D. Delivery will be accepted between Monday through Friday (excluding City Holidays) between 8:00 AM to 3:00 PM, Central Standard Time.
- E. Delivery FOB: JC Elliott Transfer Station located at the Corner of Ayers and SH 286 (7001 Ayers) Corpus Christi, TX 78401

#### **1.5 Preventative Maintenance, Inspection, and Calibration Services**

- A. The Contractor shall provide preventative maintenance, inspection, and calibration services as per manufacturer recommendation, local regulations, and NIST H-44
- B. The Contractor shall provide labor, equipment, supervision and transportation necessary to perform the preventative maintenance, inspection, and calibration services.
- C. The Contractor shall responsible for repairs or replacement of scale and its components due to lack of preventative maintenance.
- D. The Contractor shall provide calibration services as an when required the Contract Administrator.
- E. The Contractor shall perform preventative maintenance, inspection, and Calibration services during normal hours, Monday through Friday between 8:00 AM to 5:00 PM unless afterhours approved by Contract Administrator.

#### **1.6 Warranty**

- A. The Contractor shall warrant the scale weighbridge structure, instrumentation, junction boxes and all other components for a period of five - years from date of acceptance. Truck scale and its components will be accepted after installation.
- B. The load cell shall have a minimum 10-year warranty against defects in materials and workmanship and failure resulting from lightning or surge voltages.
- C. The warranty shall support 100% coverage of repair parts, labor, travel time, and mileage from the closest service location, or at the manufacturer's sole discretion, replacement of the product under warranty. The full cost of warranty as specified herein shall be supported solely by the manufacturer or distributor.

D. The Contractor shall provide support during the warranty period.

### **1.7 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 will also provide supervision of the work to insure it complies with the contract requirements.

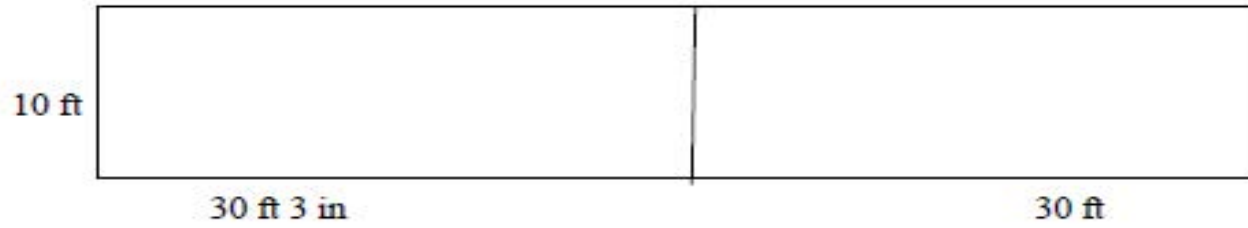
### **1.8 Special Instructions**

See attached pictures and dimensions of the existing conditions

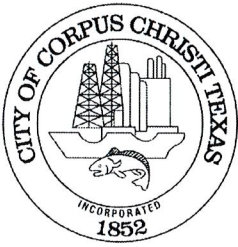


### TS Scale #2

The scale is approximately 60 ft in total length and 10 ft. wide.







**CITY OF CORPUS CHRISTI  
CONTRACTS AND PROCUREMENT  
DEPARTMENT  
BID FORM**

**RFB No. 2773  
Truck Scale for Solid Waste**

**PAGE 1 OF 2**

Date: 01/30/2020

Bidder: A-1 Scale Service

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.
  - e. **The Truck Scale and Components price includes the purchase, delivery, and installation of truck scale and its components. The unit price includes all work necessary to complete the scope such as labor, supervision, equipment, and transportation.**
  - f. **Inspection, Maintenance and Calibration includes annual price for the preventative maintenance, inspection, and calibration services as per manufacturer recommendation. The annual price includes but not limited to labor, supervision, equipment, and transportation necessary to perform inspection, preventative maintenance and calibration services.**



Item	Description	UNIT	QTY	Unit Price	Total Price
1	Truck Scale and its components with Installation as per scope of work	LS	1		\$71,963.00
2	Inspection, Maintenance and Calibration Services	Year	5	\$900.00	\$ 4,500.00
<b>Total</b>					\$76,463.00

## Attachment C -Insurance Requirements

### I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administer one (1) copy of Certificates of Insurance 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 **endorsement** is required on all applicable policies. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	<b>Bodily Injury and Property Damage</b> Per occurrence - aggregate
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 \$1,000,000 Aggregate
WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas)  Employers Liability	Statutory and complies with Part II of this Exhibit.  \$500,000/\$500,000/\$500,000

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

### II. ADDITIONAL REQUIREMENTS

- A. 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 statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Contractor is not domiciled in the State of Texas.
- B. 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.
- C. Contractor shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit 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

- D. **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 thirty (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 (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (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.
- F. 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 Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

- G. 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.
- H. 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.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2019 Insurance Requirements

Ins. Req. Exhibit **7-D** - IT Contracts – Hardware Installation

04/26/2019 Risk Management – Legal Dept.

### **Attachment C – Bond Requirements**

No bond requirements necessary for this service agreement; Section 5. Insurance; Bonds Subsection (B) is null for this service agreement.

## **Attachment D - Warranty Requirements**

- A. The Contractor shall warrant the scale weighbridge structure, instrumentation, junction boxes and all other components for a period of five - years from date of acceptance. Truck scale and its components will be accepted after installation.
- B. The load cell shall have a minimum 10-year warranty against defects in materials and workmanship and failure resulting from lightning or surge voltages.
- C. The warranty shall support 100% coverage of repair parts, labor, travel time, and mileage from the closest service location, or at the manufacturer's sole discretion, replacement of the product under warranty. The full cost of warranty as specified herein shall be supported solely by the manufacturer or distributor.
- D. The Contractor shall provide support during the warranty period.