

SUPPLY AGREEMENT NO. 1020

FERROUS SULFATE SUPPLY AGREEMENT FOR WASTEWATER PLANTS

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

WHEREAS, Supplier has bid to provide Ferrous Sulfate in response to Request for Bid No. **1020** ("RFB"), which RFB includes the required scope of work and all specifications and which RFB and the Supplier's bid response are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Supplier agree as follows:

- 1. Scope.** Supplier will provide Ferrous Sulfate in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. "Goods," "products", and "supplies", as used in this Agreement, refer to and have the same meaning. In accordance with Attachment A, Supplier will also provide the required tanks for the Ferrous Sulfate and, in the event an additional tank needs to be installed at any time, the City and Supplier will mutually identify and agree on the gallon capacity of the required tank prior to installation.
- 2. Term.** This Agreement is for 12 months. This Agreement includes an option to extend the term for up to four additional 12-month periods ("Option Period"), provided, the parties do so prior to expiration of the original term or the then-current Option Period. The decision to exercise the option to extend the term of this Agreement is, at all times, within the sole discretion of the City and is conditioned upon the prior written agreement of the Supplier and the City Manager.
- 3. Compensation and Payment.** The total value of this Agreement is not to exceed \$290,250.00, subject to approved extensions and changes. Payment will be made for goods delivered and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

4. **Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Name: Joanna Moreno
Department: Utilities Department
Phone: 361-826-1649
Email: JoannaM@cctexas.com

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

of liens or encumbrances. In addition, the products purchased under this Agreement shall be warranted by the Supplier or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.

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

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

IF TO CITY:

City of Corpus Christi
Attn: Joanna Moreno
Contracts/Funds Administrator, Utilities Department
2726 Holly Rd., Corpus Christi, TX 78415
Fax: 361-826-1715

IF TO SUPPLIER:

Pencco, Inc.
Attn: Sarah Duff
Inside Sales Manager
P. O. Box 600
San Felipe, TX 77473
Fax: 979-885-3208

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

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

18. Termination.

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

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

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

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

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

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

(SIGNATURE PAGE FOLLOWS)

SUPPLIER Pencco, Inc.

Signature: 

Printed Name: Sarah Duffy

Title: Bid Sec.

Date: 1/30/17

CITY OF CORPUS CHRISTI

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attached and Incorporated by Reference:

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

Incorporated by Reference Only:

- Exhibit 1: RFB No. 1020
- Exhibit 2: Supplier's Bid Response

1.1 General Requirements/Background Information

- A. The Supplier shall provide delivery of Aqueous Solution of Ferrous Sulfite to the City of Corpus Christi at locations listed in this specification. Ferrous Sulfite will be utilized for odor control at wastewater plants.

1.2 Scope of work

- A. Supply for delivery of Aqueous Solution, as per specifications of Ferrous Sulfate, FeSO_4 .
- B. Storage Tanks:
1. Supplier shall provide and install molded, seamless, high density, cross linked, polyolefin tanks, UV resistant or treated fiberglass with a minimum capacity of 4,000 gallons and a maximum capacity of 10,000 gallons, and any necessary related equipment at the delivery locations.
 2. The selected Supplier will ensure that there will be no disruptions/interruptions of the current service of Ferrous Sulfite operations when installing new tanks, and will be required to reach out to the current Supplier to develop a plan for a smooth change out of tanks and services. This plan must be submitted and pre-approved by the City Contractor Administrator or Designee prior to any tank removal/installation work commencing.
 3. At the end of the contract or at the end of any extension thereof, the Supplier shall remove all storage tanks and chemical pump systems from all locations within two weeks of notification by the City to do so.
 4. Each tank shall have one secured man way; and one "U" vent with screened opening.
 5. All the tanks shall have a level gauge P.V.C. sight-glass, and maintain P.V.C. sight glass to be readable.
 6. Each tank will have filler line located in the top of the tank terminating with a ball valve and cam lock male coupling with a P.V.C. cap.
 7. Tanks shall be installed above ground.

8. No other type of tank shall be acceptable, unless approved by the Contract Administrator or designee.
9. The Supplier shall conduct safety inspections of the tanks and related equipment prior to initial use of the tanks, and during the life of the contract period according to industry standards and OSHA requirements.
10. Supplier shall provide and install storage containers capable of receiving and storing liquid ferrous sulfate at locations specified by the City.

C. Chemical Pump System:

1. One complete chemical pump system shall be supplied for each storage tank. This chemical pump system shall consist of chemical injection pumps with timers and variable feed rates. Both pumps and controls shall be enclosed in a NEMA 4X fiberglass, chemical resistant enclosure.
2. Supplier shall provide and maintain an alternate means of measuring the liquid Ferrous Sulfate delivered to each site in order to verify the quantities listed on the delivery weight tickets. Discrepancies between the weight tickets and the measuring shall be limited to $\pm 5\%$. In the case of any discrepancies greater than this limit, the City shall pay for the lesser amount. The metering system shall be subject to approval by the Contract Administrator and shall apply to all deliveries at all sites. Invoices for deliveries which do not have measurement readings verifying the weight tickets will not be paid.
3. The number of tanks and locations and the quantity are subject to change as the need may arise. In case of a location change or if additional tanks are necessary, the supplier shall be ready to move the equipment with fifteen (15) days' notice from the Contract Administrator.
4. The Supplier shall be responsible for the maintenance of all storage tanks, equipment and respective chemical pump systems. Each pumping location shall be serviced as required during continuous operation and as directed by the Contract Administrator.
5. On occasion, it will be requested to cycle a Ferrous Pump off and on due to a broken line or problems at a Lift Station.
6. The Contract Administrator may request for the feed rate to be adjusted, as needed.

D. Product Specification:

1. The chemical supplied shall be a liquid Ferrous Sulfate capable of removing hydrogen sulfide, phosphorus, and act as a sludge conditioner; shall contain not less than 0.5 pounds of soluble ferrous iron per gallon, nor more than 0.8 percent of free sulfuric acid expressed as H_2SO_4 ; shall be free of organic sulfides or other objectionable odor producing matter. Supplied as follows:

Nominal Centration:

- | | |
|------------------------------|-----------------|
| • Soluble Ferrous Iron % | 5.1 or more |
| • Lb./gal of solution | 0.5 |
| • $MgSO_4$ % | less than 1.0 |
| • $TiOSO_4$ % | less than 2.2 |
| • $MnSO_4$ % | less than 0.3 |
| • Insoluble % | less than 2.0 |
| • Free acid as H_2SO_4 , % | less than 0.8 |
| • Trace Elements % | less than 0.015 |

Physical Properties:

- | | |
|--------------------|-----------------------------|
| • Specific Gravity | 1.17 (9.76 lb/gal) |
| • Freezing Pt. | 28 degrees F (-2 degrees C) |
| • PH | 2.0 to 2.5 |

Heavy Metals:

In addition, the chemical shall not contain the following heavy metals (mg/L) in limits which exceed the maximums shown (Samples are to be tested for heavy metals each quarter for the duration of the contract period) and shall include items listed below (In aggregate total of all heavy metals must not exceed 150 mg/l). A report shall be submitted to the Contract Administrator for all quarterly testing:

- | | |
|------------------------|------|
| • Arsenic | 3.0 |
| • Cadmium | 1.5 |
| • Chromium, total | 70 |
| • Chromium, hexavalent | 0.01 |
| • Copper | 10 |
| • Lead | 15 |
| • Mercury | 0.02 |
| • Nickel | 40 |
| • Zinc | 50.0 |

2. Reports shall be submitted during the length of the contract as follows:

- Monthly – Items under “Nominal Concentration”; and 1 and 3 listed under “Physical Properties”.
- Quarterly – Test for heavy metals listed under “Heavy Metals” in this Specification.

1.3 Deliveries:

A. Delivered and unloaded into bulk storage tanks located in areas designated by the Contract Administrator. Delivering and off-loading equipment must be in accordance with OSHA and industry standards.

B. Delivery Requirements:

1. The Liquid Ferrous Sulfate will be delivered in minimum 4,000 gallons and maximum 6,000-gallon tank truck loads.
2. Deliveries shall be made between 8:00 a.m. to 4:00 p.m., Monday through Friday excluding holidays unless otherwise instructed by Contract Administrator or designee. Contract Administrator or designee may allow weekend deliveries from 8:00 am. to 12:00 pm. with prior arrangements. The supplier shall notify the Contract Administrator or designee by email and telephone at least 24 hours prior to delivery of product so that a city representative may be on site when the delivery is made. Shipments arriving at times other than those above cannot be off-loaded until the specified unloading times, unless prior arrangements have been made with the Contract Administrator or designee.
3. Deliveries shall be made in Supplier's company trucks and driven by a company driver, which shall have the DOT permit and other State/Federal licenses, if applicable due to liabilities involved in case of accidental spills or other related problems. In the event Supplier wishes to use a properly licensed and permitted commercial carrier, the Contract Administrator must give prior written approval. All DOT permits and State/Federal licenses for the proposed commercial carrier shall be submitted with the request and any approval shall be limited to the commercial carrier whose DOT permit and State/Federal licenses are submitted.
4. The City will not be responsible for any demurrage charges which result from deliveries arriving at any other than the specified time, or from transporters' failure to have all required off-loading equipment present and operating when off-loading is scheduled to begin. A City Representative must be present and sign/date delivery ticket(s); any tickets presented to the City for payment without City Representative signature and date may be denied for payment (All tickets must be original- no faxes accepted). Any unloading delays, which are directly

attributable to the City, will be paid for at the unit price bid for "Unloading Delays", rounded to the nearest quarter hour. This amount shall be included with the invoice for payment for that particular load of chemical. The frequency of deliveries is dependent upon the requirement of keeping an adequate inventory of Ferrous Sulfate in all tanks for the proper technical control of Wastewater Hydrogen Sulfides. Replenishment will be on an as needed basis.

5. The number of chemical injection systems that the City may require and their locations are subject to change as the need may arise. Upon contract award, the Supplier shall commence installation of required chemical injection facilities within four weeks of "Notice to Proceed" and complete installation within six weeks of "Notice to Proceed".
6. Each location shall be serviced a minimum of once every two weeks, or more often if deemed necessary by the Contract Administrator or designee.
7. The Supplier shall notify the City of all spills and the Supplier shall also be responsible for proper cleanup and disposal of any spills and all required regulatory reporting of such spills.
8. After initial delivery, liquid ferrous sulfate deliveries shall be continuous to maintain a stable feed supply and ensure that dosing is not interrupted. The Supplier is responsible for scheduling deliveries to point of destination within 24 hours of request for delivery.
9. The Supplier shall have full responsibility to fill and maintain adequate levels of liquid ferrous sulfate in all tanks to keep all pumps running properly at the full range of the pump flow specifications.

C. Delivery Locations:

City Location	Address	Current Tank Capacity
Wooldridge Lift Station	6610 Wooldridge Rd. (East of Airline Rd.	6000
Fire Station #7	3750 S. Staples (Staples & Doddridge)	6000
Corpus Christi Southside Football League	4700 McArdle (Near the Armory)	6000
Clarkwood North	2000 Clarkwood (Clarkwood & Leopard)	6500
Everhart/Staples Lift Station	780 Everhart	5400
Sacky Lift Station	3200 Sacky Dr. (Off Kostoryz Rd.)	6000
Turtle Cove Lift Station	9547 Blue Jay Street	4000
Arcadia Lift Station	2221 Block of S. Staples (Staples & Kosar)	5000

McBride Lift Station	1200 McBride Lane	5000
Morgan Lift Station	1400 Twelfth St. (Morgan & 12 th)	6200
Port & Pearce Lift Station	2306 Pearce Drive (Port & Pearce)	5000
Fire Station Training Center	209 S. Carancahua/Kinney	No tank, however want the option
Lift Station #5	6528 S. Staples (Saratoga & S. Staples)	5000
Weber's Glenn Lift Station	4051 Aaron Drive	5000
Sharpsburg Lift Station	44412 Sharpsburg RD.	6000
Cimmaron/Yorktown Lift Station	7501 Cimmaron	6000

Note: Tank capacities are listed for information only.

D. Special Instructions:

1. A Quarterly meeting shall be held at the City's Wastewater Department located at 2726 Holly Road, Bldg. 8B to discuss all reports, data, charges, effectiveness and recommendations during the course of this contract. Any cost associated to attend this quarterly meeting shall be included as part of this contract or no additional cost will be allowed. Management representative from the Supplier shall be present as directed by the City.
2. During different seasons of the year, the City shall have the right to direct the Supplier to completely shut down the odor control system City Wide (example: during wet weather or extended cold weather in winter). All testing will continue as outlined in the scope.

E. Other Requirements:

1. Product to meet AWWA specifications B402-00 for Ferrous Sulfate and the specifications contained herein, with no substitutions.
2. Liquid Ferrous Sulfate shall be produced exclusively from a commercial grade Ferrous Sulfate.
3. The Supplier shall collect one sample of liquid ferrous sulfate from one tank per month as designated by the Contract Administrator. At the Supplier's expense, the collected sample shall be analyzed by a certified independent laboratory approved by the City for compliance with the specifications. A report from the laboratory shall be forwarded to the Contract Administrator or designee as soon as the tests are completed. Failure to meet specifications may result in forfeit of contract.
4. Product exceeding limits for heavy metals must be corrected before next quarterly Test. The City reserves the right to have any non-compliant product remove or order addition testing. City also, reserves the right to terminate the

contract, if two consecutive quarterly tests do not meet specification requirements.

5. The Supplier shall submit a Bi-weekly usage report to the Contract Administrator or designee. This report shall include the following minimum information for each delivery site: delivery site name and address, quantities (gallons) delivered, year to date cumulative total in gallons delivered, total gallons used for the week, average daily use for the week in gallons, average daily use for the year, to date, in gallons and maintenance information (i.e. scheduled and unscheduled maintenance). All results shall be submitted on the City's spreadsheet template, which will be supplied by the Contract Administrator or Designee.
6. The results of all required testing will be furnished to the Contract Administrator or designee for approval. Any product not meeting the minimum specifications shall be removed by the Supplier and credit given to the City. The Supplier will pay for all costs related to testing. If specifications are not adhered to, no further deliveries will occur until product meets all City specifications. The Supplier will provide on-site maintenance within 24 hours of request, upon request by the City Work Coordinator(s).
7. Prior to initial use of the storage tanks and chemical pump system by City, and annually thereafter, Supplier shall conduct training seminars for City's operating personnel on application and control of the Liquid Ferrous Sulfate and shall at a minimum include the following:
 - Basic chemical properties of the Liquid Ferrous Sulfate.
 - Safety training.
 - Equipment operation/set-up
 - Safety Data Sheet
8. The Supplier shall provide proper labeling of all product storage tanks, in compliance with local, State and Federal regulations.
9. The Supplier shall bear the responsibility for the safe delivery and storage of the product into the storage tanks. The Supplier shall be responsible for proper cleanup, disposal of any spills, and any regulatory agency actions, and reporting of spills to the required regulatory agencies.
10. The City reserves the right at City's expense to perform additional testing for each incoming load and the Supplier shall provide required samples at the tank sites to an independent third party laboratory retained and directed by the City.

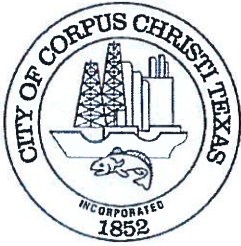
11. Supplier shall be required to install a containment berm or structure around each tank for spill preventions and containment purposes. Details for each site shall be submitted to the Contract Administrator or designee for review and approval.
12. Supplier shall affix identification of the Hazardous Material Signs, meeting the NFPA No. 704M requirements on all tanks supplied.
13. Supplier will be responsible for any excessive usage of product resulting from malfunction of metering pump.
14. Supplier will be responsible to supply all Personal Protective Equipment (PPE) for their employees to ensure proper safety during deliveries or when working on equipment.

1.4 Work Site and Conditions

- A. The work shall be performed at the locations provided in this document.
- B. The Supplier must notify a City Representative when on site for delivery, maintenance or other work.
- C. All PPE must be supplied and used by the Supplier and their employees.
- D. If damages to city equipment and/or a contract employee is injured when onsite a city representative must be notified immediately.

1.5 Supplier Quality Control and Superintendence

- A. The Supplier 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 Supplier will also provide supervision of the work to insure it complies with the contract requirements.



CITY OF CORPUS CHRISTI BID FORM

PURCHASING DIVISION
FB No. 1020. Ferrous Sulfate

PAGE 1 OF 2

Date: 1/30/17Bidder: Pencco, Inc.Authorized
Signature:

Sarah Duffy
Sarah Duffy, Bid Sec.

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 purchasing office, pursuant to the Code of Ordinances, is current and true.
 - b. Bidder is current with all taxes due and company is in good standing with all required governmental agencies.
 - c. Bidder acknowledges receipt and review of all addenda for this RFB.
 - d. **This includes tanks and supporting systems as per the specification.**

Item	Description	UNIT	QTY	Unit Price	Total Price
1	Ferrous Sulfate	Gallon	300,000	\$0.783	\$234,900.00
2	Add New Tank	Each	1	\$29,750.00	\$29,750.00
3	Move a tank as Directed by the City to a new location (Within a 25-mile radius)	Each	1	\$4,200.00	\$4,200.00
4	Turn Ferrous Pump OFF and ON – (One Event is defined as: Bidder turning all requested OFF & subsequently turning all back ON).	Event	6	\$750.00	\$4,500.00

5	Change feed rate at any location selected by City on weekend.	Each	6	\$400.00	\$2,400.00
6	Testing and Report for Ferrous Sulfate Product Specifications nominal concentration (monthly)	Each	12	\$850.00	\$10,200.00
7	Testing and Report for heavy metals (Quarterly)	Each	4	\$675.00	\$2,700.00
8	Unloading Delays	Hour	20	\$80.00	\$1,600.00
Total					\$290,250.00

Attachment C: Insurance Requirement

I. SUPPLIER'S LIABILITY INSURANCE

- A. Supplier must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Supplier must not allow any subcontractor, to commence work until all similar insurance required of the subcontractor has been obtained.
- B. Supplier must furnish to the City's Risk Manager and Contract Administrator 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.	Bodily Injury and Property Damage 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 \$2,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas)	Statutory and complies with Part II of this Exhibit.
Employer's Liability	\$500,000/\$500,000/\$500,000
POLLUTION LIABILITY (Including Cleanup and remediation)	\$1,000,000 Per Incident Limit \$1,000,000 Aggregate

- C. In the event of accidents of any kind related to this contract, Supplier 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, Supplier 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 Supplier is not domiciled in the State of Texas.
- B. Supplier shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Supplier'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. Supplier 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. **Supplier 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, Supplier shall provide a replacement Certificate of Insurance and applicable

endorsements to City. City shall have the option to suspend Supplier'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 Supplier'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 Supplier to stop work hereunder, and/or withhold any payment(s) which become due to Supplier hereunder until Supplier demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Supplier may be held responsible for payments of damages to persons or property resulting from Supplier's or its subcontractor's performance of the work covered under this contract.
- H. It is agreed that Supplier'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.

2017 Insurance Requirements

Utilities

Delivery of Ferrous Sulfate and Services to Include Use of Tanks

03/13/17 sw Risk Management

Attachment D: Warranty Requirements

No warranty requirements are needed for the supply agreement