

SERVICE AGREEMENT NO. 2038

Mechanical Bar Screens for Allison Waste Water Treatment Plant

THIS **Mechanical Bar Screens for Allison Waste Water Treatment Plant Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Vulcan Industries, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Mechanical Bar Screens for Allison Waste Water Treatment Plant in response to Request for Bid/Proposal No. 2038 ("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 Mechanical Bar Screens for Allison Waste Water Treatment 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.** This Agreement is for one year, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or Purchasing Division. The parties may mutually extend the term of this Agreement for up to zero additional zero-year periods ("Option Period(s)"), provided, the parties do so in writing and 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 \$128,280.00, 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. 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: Joanna Moreno
Department: Utilities Department
Phone: (361) 826-1649
Email: joannam@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.** 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: Joanna Moreno

Title: Contract Administrator

Address: 2726 Holly Road, Corpus Christi, Texas 78415

Phone: (361) 826-1649

Fax: (361) 826-1715

IF TO CONTRACTOR:

Vulcan Industries, Inc.

Attn: Mark S. Hoffman

Title: President

Address: 212 South Kirlin Street, Missouri Valley, Iowa

Phone: (712) 642-2755

Fax: (712) 642-4256

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. **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.
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 (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).
22. **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.
23. **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.
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]

CONTRACTOR

Signature: 

Printed Name: Lisa K Wilhelm

Title: Contract Administrator

Date: May 29, 2019

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. 2038
- Exhibit 2: Contractor's Bid/Proposal Response

Attachment A – Scope of Work

1.1 General Requirements/Background Information

- A.** The Contractor shall furnish and deliver two mechanically cleaned bar screens, as per the scope of work and shall include all equipment, controls, appurtenances, and incidentals necessary for a complete and functioning mechanically cleaned bar screen to Allison Wastewater Treatment Plant located at 4101 Allison, Corpus Christi, TX 78410.
- B.** The mechanically cleaned bar screens shall be a front-cleaning, front-return link driven assembly, including the bar screen and all appurtenances. The mechanically cleaned bar screen shall be designed for screening debris that is typically found in raw sanitary sewage, including rags, paper, sticks, stones, etc.
- C.** The acceptable bar screen manufacturers/suppliers are Fairfield Service Company, Lakeside Equipment Corporation, or Duperon. Any other manufacturer/supplier will require approval by the Wastewater Utilities management.
- D.** The City will be responsible for installation.

1.2 Specifications

A. Materials

- 1. The mechanically cleaned bar screen shall be a 316 stainless-steel link driven, front-cleaning, front-return type unit. Bar screen shall clean continuously, from bottom to top, the entire width of the scraper, without the aid of an operator.
- 2. The mechanically cleaned bar screen shall have a head sprocket only, with no sprockets, bearings, or similar drive components under water.
- 3. The link system shall bend in one direction only, which allows it to become its own lower sprocket and frame. The link system shall also have the ability to flex around a large object to avoid shutting down the unit.
- 4. Only non-corrosive materials shall be used in components traveling underwater. The scrapers shall be of UV stable UHMW-PE material and the links and pins shall be of 316 stainless steel. Link pins shall be drilled out to accept cotter pins.

5. All maintenance shall be performed at the operating floor level. No part of the drive system shall be located below water at maximum design flow conditions. Drive output shaft rotation shall be constant and in one direction in order to reduce maintenance requirements.
6. Bar Screen: Shall be of type 316 stainless steel, with minimum 1/4" x 3/4" bars, spaced to maintain the specified clear opening. Bar screen shall be able to withstand a two-feet head differential. Bar screen anchors and fasteners **will be furnished by the City** and shall be of stainless steel. Bar screen shall be mounted at an angle as shown on the drawings. The bar screen shall be designed to fit within the channel shown on the drawings, and shall be shipped as a complete assembly, or in sections as required by site conditions.
7. Scrapers: Shall be of UV-stable UHMW-PE and shall be designed according to application and debris requirements. Scrapers shall be easily modified by the customer, if necessary, to suit future changes in debris conditions. All scrapers shall fully penetrate the bar screen cleaning all three sides of the bars. Scrapers shall be 21" apart. Scrapers shall move at approximately 28 inches per minute at the manufacturer's recommended operating speed of 0.5 rpm.
8. Dead Plate: Shall be 1/4" thick, type 316 stainless steel. Dead plate shall span entire width of screen and transition from bar rack to the discharge point.
9. Discharge Chute: Shall be type 316 stainless steel with minimum thickness of 14 gauge, enclosed, and shall be bolted or welded to the dead plate per manufacturer's recommendations. Discharge chute shall allow debris to be transferred from discharge point into City - supplied container.
10. Attached are the existing drawings for this project.

B. DRIVE UNIT

1. The mechanically cleaned bar screen unit shall operate independently and will have its own drive unit and driven components. The gearbox shall not be vented to outside atmosphere.
2. The gearbox shall be grease lubricated and designed for 5 years (or 20,000 hours of operation) between recommended clean and re-

grease services. The gearbox shall be right angle type and shall incorporate cycloidal and spiral bevel gearing with a total ratio of 809:1. The gear reducer output shaft speed shall be approximately 1/2 rpm - 2 rpm and controlled by an AC Tech, volts/hertz type inverter or per rake manufacturer's recommendation. It shall have a 1.52 or greater service factor based on machine torque requirements. It shall be shaft mounted utilizing the keyless taper grip® bushing.

3. The motor shall be mounted to the gear reducer by utilizing a quill, "C" Face. The gear motor shall be AC induction type, minimum 1/2 HP, 1800 RPM base speed, 3 phase, 230/460 volt and have the following characteristics: It shall be explosion proof rated for Class 1, Division 2, Group D environment and for use with an inverter. It shall have a 4/1 speed range, EPNV enclosure, NEMA design B with a 56C frame size. Service factor shall be 1.0 with 1600V, Class F insulation rated for temperatures up to 40 degrees C. The motor will have 1600-volt insulation, optimized for IGBT type inverters and shall be UL listed. Motor shall have built-in thermostat to protect from overheating that shall be field wired to the corresponding terminal in control panel for redundant (ambient) overload protection.
4. The bearings shall be greased ball bearing type, non-self-aligning, sealed and lubricated.
5. The drive unit shall have a 316 stainless steel shaft and chain hubs.
6. Chain Slides: Chain slides to support the upstream link system shall be provided in situations where the unit is longer than 15 feet and will be 5 - 10 degrees from vertical, or, where there is high water velocity or other special site conditions, as recommended by the manufacturer. Chain slides shall be of UV-stable UHMW and 316 stainless steel.
7. Side Fabrication: The screen framework shall be type 316 stainless steel bent plate, with a minimum thickness of 3/16", and horizontal members shall be of type 316 stainless steel tube or pipe. Support members and frame shall adequately support the bar screen per engineering calculations and site-specific requirements.
8. Closeouts: Closeouts shall be type 316 stainless steel and shall assure that there is no space wider than the opening between the bars, to prevent passage of larger solids than allowed through the screen. Closeouts shall be incorporated into the side fabrication framework and return guides as determined by the manufacturer.

9. Return Guides: Shall be type 316 stainless steel and shall be incorporated in the side fabrication and closeouts framework as determined by the manufacturer. Lower return guides shall assure proper alignment of scrapers as they enter the bar screen.
10. Channel Bottom Plate: A type 316 stainless steel channel bottom plate shall be utilized as recommended by the manufacturer to fully engage scrapers in the bar screen at the bottom of the channel. The channel bottom plate may require anchoring dependent upon site configuration and as recommended by the manufacturer.
11. Stripper Assembly: A stripper assembly shall be installed to assist in removing debris from the scrapers on the mechanically cleaned bar screen as recommended by the manufacturer. The stripper shall incorporate a return guide proportionate to the speed of the traveling scrapers that allows for a better angle relationship to the scraper for more effective debris removal and zero impact that allows for longer component life. UV-stable UHMW wear strips shall be utilized to deliver a smooth transition back into position after debris is removed from passing scraper.
12. Enclosure: Provide a full enclosure surrounding all parts of the mechanically cleaned bar screen that extends above the operating floor. Side and top panels of enclosure shall be made of type 316 stainless steel, 20 gauge thick. Rear enclosure shall have removable 20 gauge thick, type 316 stainless steel panels for access.
13. Standard Coating: All stainless-steel bar screen components will not be painted.

C. CONTROLS

1. The controls shall be provided by bar screen manufacturer and shall be an enhanced VFD package with differential level control. Controls shall be housed in a NEMA 4X fiberglass enclosure.
2. The controls shall be designed to accept 3PH/480VAC incoming power supply. Control panel power shall be 1PH/120VAC and shall include a step-down transformer as needed to achieve 120V.
3. The controls shall be mounted in the location shown on the manufacturer supplied drawings. A NEMA 7/9 remote push button station is required to maintain equipment and safety requirements

pertaining to Class 1, Division 2, Group D rated installation environments.

4. The rake controls shall operate manually. In the Hand mode, it shall be possible to set an "off" timer to stop rake operation after a preset length of time. When the rake HOA is in Auto mode a differential level control program shall automatically accelerate/decelerate the rake as the differential level increases/decreases, respectively. The differential values shall be field adjustable for rake run point and each acceleration set point. The controller program shall also have cycle timing logic, which shall have field adjustable run and stand-by times. The rake shall start operation in Auto mode whenever a call to run is received by differential, timer or by a dry contact input from another source, which all run in parallel.
5. The "VFD Fault" shall be cleared by turning the HOA to Off, then waiting approximately three minutes (or per current UL standards), then turning the HOA back to the desired setting. To avoid the wait period, a VFD Fault can only be reset using the disconnect switch, or otherwise cutting power to the VFD. The motor over-temp faults shall clear automatically when the motor cools to be within normal operating range.
6. The controls shall be built by a UL-approved panel builder and bear the UL-approved logo. Controls shall be tested by panel builder and by the rake manufacturer prior to shipment to owner. The rake manufacturer shall verify all overload settings in the rake controller to insure proper overload and speed settings required for the application are properly programmed.
7. The controls shall have an inner door pocket that includes a copy of as-built drawings from the manufacturer as well as any other pertinent documentation necessary to properly operate the controls.
8. The control package shall include the following and utilize the panel builder's standard component manufacturers, unless otherwise approved by the rake manufacturer:
 - a. NEMA 4X fiberglass, dead-front style enclosure with continuous hinge, exterior, lockable door.
 - b. HOA Selector where Hand mode enables the pushbuttons located on the remote push button station. Auto mode for the

rake concurrently enables differential level logic, cycle timing logic and remote start capabilities.

- c. Speed controller (based on vector drive technology), preprogrammed for speed/overload control by the panel builder and verified by the rake manufacturer.
 - d. Rake controller with differential level and field adjustable cycle timing programs as previously defined. User-defined fields to be programmed during on-site start-up by the rake manufacturer per owner specifications to maintain good flow conditions.
 - e. Dry contact input for motor thermostats to shut down equipment if motor over temperature condition occurs.
 - f. Dry contact output signals for "Run", "VFD Fault", "Motor Over temp" & "In Auto" conditions. Dry contact output signal also included to start (1) piece of downstream equipment, such as a washer/compactor or conveyor in the future.
 - g. Dry contact input terminals for "Remote Run", "Motor Thermostat" and remote station.
 - h. Intrinsically safe barriers for transducer terminations.
 - i. Main control power breaker with lockable, thru-door operator.
 - j. Elapsed run-time meters.
 - k. Push-To-Test type indicator lights for "Power On", "Forward", "VFD Fault" and "Motor Over temp".
 - l. Phenolic label on outer door indicating equipment I.D. number (as required by owner).
 - m. Push/pull E-Stop on outside of enclosure.
 - n. Audible alarm with silence button.
 - o. Beacon style alarm light.
9. The remote station shall be rated N7/9 and include Forward, and E-Stop buttons. The Forward buttons shall be enabled when the HOA on the main control panel is in Hand mode. The remote station shall

be mounted as close to the equipment as safely possible and be field wired by the electrical subcontractor to the corresponding terminal inputs in the main control panel.

10. The rake manufacturer shall also provide (2) transducers that are to be installed in front and behind the bar screen. The transducers shall connect to corresponding terminations in the main control panel and utilize the rake manufacturer's standard rake controller. The rake controller logic shall include at a minimum a differential level and cycle timing program, with automatic speed ramping and reducing as the differential increases and decreases respectively. The ultrasonic transducers shall have a 1" NPT facing, shall include 100 feet of cabling, and come with hand-held programmers as needed. The submersible transducers shall be mounted in still wells (by others) to protect them from damage by passing debris. The cabling shall not be spliced.

D. OPERATING CHARACTERISTICS

General: Screen shall be designed with a 1/4-inch clear bar opening for a normal operating flow of 2.5 MGD (50% of plant capacity) and a peak design flow of 11.25 MGD (75% of plant capacity). Head loss through the screening unit shall not exceed 12 inches at 11.25 MGD assuming 50 percent blockage and a downstream water depth of to be determined, but channel depth is 5'0". Screen shall be located in a nominal 3'- 8" feet wide concrete channel and a depth from the top of channel invert of approximately 5'- 0". Unit angle from vertical shall be 30 degrees or most efficient and economical that works in this channel. The screenings discharge height shall be as near the top of the wall as allowed by the screening's receptacle.

E. EXECUTION

1. All equipment furnished under this section shall be by a single manufacturer regularly engaged in the design and manufacture of this equipment and demonstrates to the satisfaction of the City Staff that the quality is equal to equipment made by the manufacturers named herein. The Contractor shall have supplied mechanically cleaned bar screen equipment that has been in successful operation under similar circumstances for at least five years. The Contractor shall furnish and deliver to the site the mechanically cleaned bar screen that has been fully assembled and shop tested at the manufacturing facility prior to shipment for a minimum of 4 hours. The unit shall be new and unused. The unit shall include the mechanically

cleaned bar screen, access doors, lifting system, and appurtenant equipment.

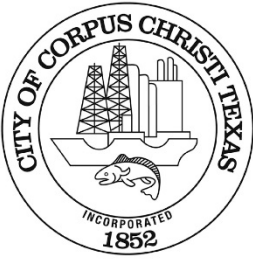
2. The equipment furnished shall be fabricated, assembled, in full conformance with specifications, engineering data, and/or recommendations furnished by the equipment manufacturer.
3. Spare Parts: A recommended spare parts list with prices shall be provided after the project is complete.
4. Start-Up: The Contractor shall furnish the services of a qualified factory-trained field service engineer for three **constructive** 8-hour working days at the site to inspect the installation and to instruct the City's personnel in the operation and maintenance of the mechanically cleaned bar screen. Services of the Contractor shall include testing of the installed equipment to demonstrate that it is fully operational and will pick up and deposit raked materials. The Contractor will be provided a 14-day notification prior to the need for the installation assistance. To assure proper outcome for the City and Contractor, the Contractor shall provide certification for the completion of the shop testing and installation pre-commissioning checklist.
5. Prior to manufacturing, the Contractor shall submit three sets of shop drawings of the proposed unit within two weeks of Notice to Proceed. The City shall review and provide approval or reline revisions within two weeks of receipt.

1.3 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.

1.4 Warranty

The Contractor shall provide a minimum one-year standard, written warranty on parts/materials and workmanship from the date of use of the equipment. Warranty repairs shall be corrected immediately upon notification.



**CITY OF CORPUS CHRISTI
PURCHASING DIVISION
BID FORM
RFB No. 2038**

Mechanical Bar Screen for Allison Waste Water Treatment Plant

PAGE
1 OF 1

Date: 1/23/2019

Authorized

Bidder: Vulcan Industries, Inc.

Signature: Mark S. Hoffman

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.
 - 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.

Item	Description	UNIT	QTY	Unit Price	Total Price
1.	Mechanical Bar Screens	EA	2	\$ 62,634.00	\$ 125,268.00
2.	Freight	LS	1	\$ 3,012.00	\$ 3,012.00
Total					\$ 128,280.00

"ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED"

Cynthia Perez
Procurement Officer

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 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 \$1,000,000 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) 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.

2018 Insurance Requirements

Purchasing- Utilities

Furnishing and Delivering One Mechanically Cleaned Bar Screen

11/7/2018 sw Risk Management

Valid Through 12/31/2018

Attachment C – Bond Requirements

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

Attachment D - Warranty Requirements

The Contractor shall provide a minimum one-year standard, written warranty on parts/materials and workmanship from the date of use of the equipment. Warranty repairs shall be corrected immediately upon notification.