

MAINTENANCE AGREEMENT FOR
CENTIFUGE RENTAL WITH OPTION TO PURCHASE
AT CITY OF TRACY WASTEWATER TREATMENT PLANT

I. SCOPE

- A. CONTRACTOR shall deliver, install, and maintain an operational sludge dewatering centrifuge unit in dewatering the sludge at the City's Wastewater Treatment Plant.
 - 1. Unit shall be installed and operational on September 1, 2020 and remain operational until May 31, 2022, or until the date extended per the provisions of this agreement.
 - a. Agreement may be extended up to 1 year at the same monthly rent beyond May 31, 2022, at the discretion of the City.
 - b. The City may choose the option to purchase at the end of the agreement period or earlier as provided under this agreement.

- B. Unit shall be capable of dewatering anaerobically digested sludge from the 10.8-12.0 MGD wastewater treatment facility. The centrifuge unit must achieve this in an average run time or no more than 10 hours per day.
 - 1. Unit shall be capable of dewatering sludge to a dryness of 16% or greater.
 - 2. City will have access and use of the provided equipment 24 hours per day for each day of the agreement.

- C. CONTRACTOR shall furnish, install and make operational all elements of sludge dewatering including but not limited to the following.
 - 1. Sludge dewatering centrifuge with supports/foundations as needed
 - a. The City prefers centrifuge technology, but other dewatering technology proposals would be considered.
 - 2. Progressive cavity OR peristaltic polymer pump.
 - 3. Water/Polymer blend unit.
 - 4. Conveyors and augurs as needed to load a 12 yard dump truck.
 - 5. All electrical wiring, hoses, and any other accessories required for a functional dewatering centrifuge
 - 6. Setup and removal.

- D. City will provide
 - 1. A 480 volt 100 amp electrical service.
 - 2. Non potable process water
 - 3. Polymer in IBC totes.
 - 4. Dump Truck

- E. Installation environment will be an outdoor harsh environment with no protection from rain, wind, or other nuisances. Installation must be compatible with such an environment.

II. REFERENCES

- A. CONTRACTOR shall provide a list of 3 references from similar municipal lease agreement projects.

III. SERVICE, WARRANTY, AND EQUIPMENT FAILURE

- A. CONTRACTOR shall provide all preventive maintenance and repairs on all its provided equipment.
- B. CONTRACTOR will provide as much notification as reasonably possible when any of the provided equipment will be unavailable for use due to regular scheduled maintenance.
- C. In the event of failure of any equipment that prevents the City from being able to use the equipment, the monthly lease shall be reduced by 4% for each day the unit is unavailable beginning with a 4% on the 25th hour of unavailability and adding 4% each 24 hour period that elapses.
- D. Upon 30 day notice to the City, the contractor may take the centrifuge out of service for one 3 week period in July or August. The penalty referenced in III.C would not apply to this period.

IV. Relocation

- A. At some point during the term of the agreement, it may become necessary to relocate the centrifuge equipment. In this case the City will pay all expenses necessary to relocate upon receipt of an itemized statement of costs.
 - 1. All expenses will be in accordance with the State prevailing wage.

V. SAFETY

- A. CONTRACTOR will keep all equipment in safe working order and will comply with all applicable safety and electrical code regulations during all times except during repairs and maintenance.

VI. INSURANCE:

CONTRACTOR SHALL COMPLY WITH THE LISTED INSURANCE REQUIREMENTS DURING throughout the time required for completion of the specified work. Within seven working days of the verbal whereby the City prior to execution of the agreement CONTRACTOR shall provide proof and endorsements of all required insurances.

Insurance Requirements - CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the CONTRACTOR's bid.

(a) *Minimum Scope of Insurance* - Coverage shall be at least as broad as:

Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form number CG 00 01) **or** ISO form (Form CG 00 09 11 88 Owners and CONTRACTOR's Protective Liability Coverage Form – Coverage for Operations of Designated CONTRACTOR.

Insurance Services Office form number CA 00 01 covering Automobile Liability, Code 1 “any auto”.

Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

(b) *Minimum Limits of Insurance* - CONTRACTOR shall maintain limits no less than:

General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

(c) *Deductibles and Self-Insured Retentions* - Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or (b) the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) *Other Insurance Provisions* - The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages:

The City, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR, products and completed operations of the CONTRACTOR, premises owned, occupied or used by the CONTRACTOR, or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

The CONTRACTOR's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers. The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suite is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the CONTRACTOR for the City.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

(e) *Acceptability of Insurers* - Insurance is to be placed with California admitted insurers with a Best's rating of no less than A:VII.

(f) *Verification of Coverage* - CONTRACTOR shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may either be on forms provided by the City or forms provided by the insurer so long as all the necessary information is represented. Where by statute, the City's workers' compensation-related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(g) *Subcontractor Insurance* CONTRACTOR shall include all subcontractors as insureds under its policies or shall secure separate certificates and endorsements from each Subcontractor. All Subcontractor coverages shall be subject to all of the requirements stated in this Section, General Provisions, Section 3.08, "Insurance Requirements".

(h) *Indemnification* - Approval of any insurance contracts by City does not relieve the CONTRACTOR or Subcontractor from liability under the Indemnification Section of the Agreement. City will not be liable for any accident, loss, or damage to the work prior to its completion and acceptance.

VII. OTHER REQUIREMENTS

1. Prevailing Wage. The California general prevailing wage rates determined by the Director of Industrial Relations are made a part of this Agreement. Nothing in the Contract Documents shall be interpreted in a manner conflicting with these rates.

2. Apprentices. Labor Code Sections 1777.5, 1777.6 and 1777.7 govern the employment of apprentices by CONTRACTOR or any Subcontractor. CONTRACTOR and any of his Subcontractors shall comply with these Labor Code requirements. CONTRACTOR shall have full responsibility for compliance regardless of any other contractual or employment relations alleged to exist.
3. Wage Information. A copy of the general prevailing rates of per diem wager for each craft, classification or type of worker needed to perform the Agreement, as determined by the Director of the State Department of Industrial Relations, are available at the office of the City's Director of Development Services, located at Tracy City Hall, 333 Civic Center Plaza. These will be made available to any interested party upon request.
4. Hours of Labor. The CONTRACTOR shall forfeit, as a penalty, to the City \$50 for each worker employed in the execution of the Agreement by him or by any Subcontractor for each calendar day during which any worker is required or permitted to labor more than 8 hours, in violation of Labor Code sections 1810-1815.
5. Nondiscrimination. CONTRACTOR shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status, or physical or mental disability.
6. Cost of Work: The monthly rental cost submitted by the CONTRACTOR shall be a lump sum amount and include all costs of mobilization, transportation, installation, and maintenance including disconnecting and transporting back to the Contractor's yard after expiration of the term. If City does exercise the option to purchase, a credit for disconnection and transportation back will be provided to the City and will be listed in the option to purchase agreement.

The CONTRACTOR shall list the cost (Amount in Dollars) in their proposal for completing all maintenance work due to misuse of the equipment by the City in accordance with these specifications. All other maintenance cost shall be part of the proposed monthly rent. The cost shall include and not limited to complete the work as listed in the scope of work, labor and materials, profit, all incidentals to complete the required work including testing and compliance to all requirements from the City as listed in these specifications and any other related work that is necessary to complete the required maintenance work.

7. Mandatory Site Visit: Prior to submittal of proposal, the CONTRACTOR is REQUIRED to visit the site by contacting Mr. Tim Dorstad, Acting WWTP Operations Superintendent at (209) 831-6328 to become familiar with the site and details of the scope of work. Proposals submitted by CONTRACTOR without visiting the site with Tim Dorstad will not be considered.
8. Monthly Rent Payments: The CONTRACTOR shall submit monthly rent payment request to the City every month. The City will review the payment request and will generally make payment to the CONTRACTOR within Forty (40) days of the receipt of the payment request from the CONTRACTOR.

CONTRACTOR'S COST PROPOSAL

(MUST BE FILLED OUT BY THE CONTRACTOR)

The _____ shall mobilize, install, and maintain operational centrifuge equipment for sludge dewatering on a rental basis for the sum of \$_____ (amount in words)_____ per month for duration of the term of the agreement at the designated location of the City of Tracy's Wastewater Treatment Plant in Tracy, California.

The above rental price includes all applicable fees, incidental costs, labor, equipment, maintenance, submittals, and all other costs required to complete this work including taxes (if any). By submitting the above price for the dewatering equipment rental, the undersigned CONTRACTOR, agrees to abide by all the criteria and conditions set forth in this agreement.

CONTRACTOR, at its discretion, may also provide an option to the City for purchase of the equipment at the end of the rental period or earlier as described in the scope. A credit to the City for cost of return of the equipment incurred by the Contractor shall be listed in the option to purchase proposal. Contractor shall also attach such with this proposal.

CONTRACTOR acknowledges and certifies that contractor/representative has visited the site and met with city staff prior to submitting the proposal and is totally familiar with the site and aware of the requirements.

CONTRACTOR

Signature: _____

Name: _____

Title: _____

Date: _____

Federal Employer Tax ID No. _____

ADDRESS:

CONTRACTORS EXPERIENCE

Submit documentation demonstrating 5 years' experience. Provide list of installations. Copy this form as needed to demonstrate adequate experience.

1.

PROJECT NAME	LOCATION	YEAR COMPLETED	
AGENCY CONTACT PERSON			TELEPHONE NO.
BRIEF DESCRIPTION OF THE WORK AND/OR MANNER OF EXECUTION			

2.

PROJECT NAME	LOCATION	YEAR COMPLETED	
AGENCY CONTACT PERSON			TELEPHONE NO.
BRIEF DESCRIPTION OF THE WORK AND/OR MANNER OF EXECUTION			

3.

PROJECT NAME	LOCATION	YEAR COMPLETED	
AGENCY CONTACT PERSON			TELEPHONE NO.
BRIEF DESCRIPTION OF THE WORK AND/OR MANNER OF EXECUTION			