



STANDARD AGREEMENT

(version 2-20-2018)

This AGREEMENT (“Agreement”) is entered by and between **Mersino Dewatering Inc.** (“Contractor”), located at **10162 E. Coldwater Road, Davidson, MI 48423** and **City of League City** (“City”), a municipal corporation, located at 300 W. Walker, League City, Texas 77573 on the date set forth below.

Terms:

1. **Scope of Services:** Contractor will perform the designated services and/or provided the designated products, as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **Trailer Mounted 8in. Dri-Prime Pump**. If there is a conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall begin on **August 29, 2018** and shall terminate on **November 30, 2018**. This City reserves the right to terminate this Agreement for convenience upon seven (7) days-notice to the Contractor. Upon such termination, the City shall pay Contractor, at the rate set out in **Exhibit A**, for services satisfactorily performed or products satisfactorily provided up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, the City will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor. This Agreement is eligible for **NA** renewal option(s) with a term of **NA** year.
3. **Compensation:** Contractor shall be paid for the services, as set forth in **Exhibit A**, attached and incorporated for all purposes. In no event shall the total compensation exceed **\$59,792.50** during the term of this Agreement. The City shall pay Contractor in accordance with the Texas Government Code 2251. Contractor must submit invoices for all services, which invoices must include dates of service and details of services provided. Payment for delivery of services rendered shall not be unreasonably withheld or delayed. If the City disapproves any amount submitted for payment by Contractor, the City shall give Contractor specific reasons for disapproval in writing. Upon resolution of any disputed charges, Contractor shall submit an amended invoice covering any remaining charges to the City.
4. **Insurance:** The Contractor **is** required to maintain insurance through the term of this Agreement.

If required by the City, Contractor shall maintain Comprehensive General Liability insurance coverage of \$1,000,000 per occurrence or medical malpractice insurance (whichever applies) throughout the entire term of the Agreement. If at any point during the Agreement, Contractor will enter City property, Contractor shall also maintain the following insurance: (i) Worker’s Compensation coverage with statutory limits for the State of Texas, including Employers Liability coverage of \$500,000 per accident; (ii) Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit; (iii) for engineers and architects only: Professional Liability coverage of \$5,000,000 per occurrence; and (iv) for builders only: Builder’s Risk coverage in the amount of the construction cost, including protection against named windstorm and flood. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Contractor shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Contractor shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

5. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of the City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City of League City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by the City for such expenses except as otherwise provided in this Agreement.
6. **Intellectual Property:** This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work for hire under federal copyright law. Ownership of the work shall belong to and remain the exclusive property of the City. The work may be edited at any time within the City's discretion. If the work would not be considered a work-for-hire under applicable law, Contractor hereby assigns, transfers, and conveys any and all rights, title and interest to City of League City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the work, the City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within the City's discretion. Contractor shall not sell, disclose or obtain any other compensation for the services provided herein. If the work is one to which the provisions of 17 U.S.C. § 106A apply, the Contractor hereby waives and appoints the City to assert on the Contractor's behalf the Contractor's moral rights or any equivalent rights regarding the form or extent of any alteration to the work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for the City's purposes.
7. **Confidentiality:** During the course of the work and/or services to be provided under this Agreement, Contractor may come in contact with confidential information of the City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by the City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify the City of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Agreement shall return to the City all confidential information in Contractor's possession or control. Contractor shall further comply with all information security policies of the City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Contractor without the prior written approval of the City.
8. **Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform the Services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any Service performed on premises owned or controlled by the City, Contractor warrants and agrees that Contractor will perform the Services in compliance with all City Rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
9. **Licenses/Certifications:** Contractor represents and warrants that it will obtain and maintain in effect, and pay the cost of all licenses, permits or certifications that may be necessary for Contractor's performance of this Agreement. If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Contractor.
10. **Performance/Qualifications:** Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Agreement. Contractor warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.

11. **Conflict of Interest:** Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the Services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and the City that could be construed as a conflict of interest with regard to this Agreement.
12. **INDEMNIFICATION: CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, AND EACH OF ITS DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.**
13. **Force Majeure:** Neither the City nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.
14. **Notices:** Any notice given under this contract by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three (3) days after mailing.
15. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006, *Texas Family Code*, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
16. **State Auditor:** Contractor understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
17. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
18. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by the City and the Contractor to attempt to resolve any claim for breach of contract made

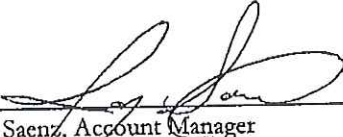
by Contractor that cannot be resolved in the ordinary course of business. The Director of Finance of the City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor, (ii) neither the issuance of this Contract by the City nor any other conduct, action or inaction of any representative of the City relating to this contract constitutes or is intended to constitute a waiver of the City's or the state's sovereign immunity to suit; and (iii) the City has not waived its right to seek redress in the courts.

19. **Entire Agreement:** This Agreement contains the entire Agreement between the parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the parties executed subsequent to this Agreement.
20. **Eligibility to Receive Payment:** Contractor certifies that, as a matter of State law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.
21. **Payment of Debt/Delinquency to State:** Contractor certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debt or delinquency that Contractor owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.
22. **Products and Materials Produced in Texas:** If Contractor will provide services under the Agreement, Contractor covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
23. **Risk of Loss:** If applicable, all work performed by Contractor pursuant to the Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, such loss or damage will be Contractor's responsibility.
24. **Publicity:** Contractor shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
25. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable. The Parties may mutually agree to renegotiate the contract to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
26. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
27. **Sovereign Immunity:** Except as otherwise provided by Texas law, neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement is a waiver of sovereign immunity by City.

28. **Authority:** Contractor warrants and represents that Contractor has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of the City represents that he/she has authority to sign this Agreement on behalf of City.
29. **Non-Waiver:** No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
30. **Prohibition on Boycotting Israel:** Pursuant to Section 2270.002, Texas Government Code, by executing this Agreement Contractor verifies that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
31. **Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations:** Contractor warrants, covenants, and represents that Contractor is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.

Executed on this ____ day of _____, _____. *(date to be filled in by City Secretary)*

MERSINO DEWATERING, INC. - "Contractor"



 Jay Saenz, Account Manager

CITY OF LEAGUE CITY - "City"

 John Baumgartner - City Manager

Attest:

 Diana Stapp, City Secretary

Approved as to Form:

 Office of the City Attorney

Exhibit A

Scope of Services/Description of Products
(8 number of pages, including this page)

Click or tap here to enter text.



810.653.4828
810.658.0632
www.globalpump.com

City of League City, TX
Purchasing Department
300 West Walker
League City, TX 77573

RE: #18-037 – Trailer Mounted 8 in. Dri-Prime Pump

To Whom It Concerns,

Mersino Dewatering, Inc. is pleased to provide this sealed bid for RFP #18-037 for a heavy duty, fully automatic, self-priming pump, capable of handling 3" solids, priming water up to 28 feet, with capacities of up to 3200 GPM and total heads to 180 feet.

Mersino Dewatering, inc is the proud manufacturer of the Global Pump brand centrifugal diesel trash pumps. We offer a very robust and very efficient pump designed for use in the municipal sewage waste bypass industry. We have been a manufacturer since 1997 and currently hold an ISO 9001:2008 certification for manufacturing. We are also in process and should soon be ISO 9001:2015 certified as well.

We believe our product, the 8GSTAPIBT4T1OP meets or exceeds the specifications requested, and have provided several references for municipalities who currently own Global Pump centrifugal diesel trash pumps. Our product is designed to be flexible for work in this niche industry and we believe it to be compatible with the cities current equipment. The quoted unit is an 8"X8" Trash Pump with a capacity of 3,650 GPM and total heads up to 183 feet. The unit will be powered by a JCB TCAE125 125HP @2200 RPM Final Tier 4 Diesel Engine, and shall be mounted on a highway rated two-wheel single axle trailer.

We appreciate the opportunity to provide our equipment and services.

Sincerely,

Joseph Cherluck

Director – Inside Sales and Engineering

SECTION I – SCOPE OF WORK

The City of League City is accepting offers for Godwin Pump Model CD225M per specification. The winning bid shall be awarded to the vendor that can supply services that meets specifications and can provide the best value for the city. The City of League City can award vehicles to multiple vendors but the City anticipates awarding to one service provider.

Services will only be purchased if funding is available at the time of award. The city also reserves the right to rebid at any time.

The City of League City is tax exempt; therefore, taxes and license fees should not be added to the price.

A space has been supplied to the right of each item for the vendor to acknowledge “comply” or “no comply”. An explanation can be written and attached, as well.

The winning bidder shall deliver services to the City League City Facilities located at 300 W. Walker, League City, Texas 77573. Bidder shall deliver all services, equipment and materials to the City of League City upon order.

The Godwin Pump Model CD225M shall be the highest of quality workmanship and material.

SPECIFICATIONS

The Godwin Pump Model CD225M is a heavy duty, fully automatic, self-priming “Dri-Prime” Pump capable of handling solids up to 3 inches in diameter, effluents containing high proportions of solids, unscreened sewage, thick slurries, gaseous sludge, and limited well point dewatering duties. The pump shall be capable of capacities up to 3200 GPM and total heads to 180 feet.

The pump set will be fitted with the patented Dri-Prime® air ejector, fully automatic priming system capable of priming water up to 28 feet static suction lift at sea level. The pump will be capable of running completely dry for unlimited periods of time without damage.

CONSTRUCTION

The Godwin Pump Model CD225M eight-inch pump is a centrifugal, single stage, end suction pump with a fully open, three bladed, solids handling impeller. The pump bearing housing, casing, suction cover and separation tank shall be cast of high quality, close grained cast iron. It shall have replaceable front and rear wear plates of cast iron which will be adjustable for wear. The impeller shall be constructed of cast chromium steel, with a minimum hardness of 341 HB Brinell. The shaft will be 1½ percent nickel chromium steel. A self-adjusting mechanical seal with interfaces of hard, solid, silicon carbide with a hardness of 70 Rockwell C. shall be provided. The mechanical seal shall be fully immersed in an oil bath allowing the pump to run completely dry for exceedingly long periods. The liquid pumpage shall not be used for cooling and shall not come in contact with the seal faces. Grease lubricated shaft seals shall not be accepted.

DRI-PRIME® VACUUM SYSTEM

The pump shall be fitted with the Godwin fully automatic Dri-Prime® system incorporating a twin cylinder compressor and an air ejector assembly. The compressor will be installed on the engine auxiliary drive and will be gear driven, lubricated and cooled from the engine. The priming system will not require fail-safe protection float gear or any adjusting at high or low suction lifts. Pumps with self-priming chambers modified with vacuum priming systems shall not be accepted as equal. The pumps Dri-Prime® design includes an integral Non-Return Valve (NRV) which serves as a check for the Dri-Prime® system. The NRV flap material will be nitrile rubber. The valve will be constructed so that complete access to all internal parts can be made without disconnecting the discharge hose.

SUCTION, DISCHARGE, AND FITTING PACKAGE

- 4 X 8" X 20 ft Galvanized Steel with Bauer Style QD
- 4 X 8" X 10 ft Galvanized Steel with Bauer Style QD

- 5 X 8" X 15 ft Black Water Suction Hose with Bauer Style QD
- 1 X 8" Square Hole Suction Screen with Male Bauer Style QD Fitting
- 4 X 8" 45 Degree Fittings with Bauer Style QD

COUPLINGS

The pump and engine shall be connected by means of a flexible coupling of Dodge Powerbase or similar design and secured to the shaft with taper lock bushings.

ENGINE

Engine shall be a JCB TCAE-93 FT4, 118 HP @ 2200 rpm water-cooled diesel engine complete with safety shutdowns, hand throttle, fuel lift pump, oil, air filtration, and 12-volt electric starting equipment. Operating speeds shall be between 1500 to 2200 RPM depending upon the demand. The standard build for the CD225 will have an electronic Prime Guard engine control panel. The panel will monitor the engine RPM, engine temperatures, oil pressure, and maintenance cycles for maintenance schedules. The panel will have shutdown feature protections for engine overheating, over revving of the engine shutdown, low oil pressure shutdown protections. The Prime Guard panel will interface to any an existing SCADA program capabilities.

SKID BASE

The pump and engine will be skid mounted with an integral fuel tank of 100 gallons, giving up to twenty-four hours nominal running time. The fuel tank will be equipped with drain plugs.

ROAD GOING TRAILER

The pump set will be completely mounted on a two wheeled, pneumatic tire, single axle trailer, incorporating an integral fuel tank of 100 gallons capacity, yielding a 24 hours nominal running time. The chassis will be constructed of heavy duty rolled mild steel channel of 5" x 2" x 3/16" section. The fuel tank will be equipped with drain plugs and a large inspection/cleaning access plate.

The trailer, Model GP3052, shall be supplied complete with lights, heavy duty fenders, Pintel towing eye, electric brakes, and three swivel hand screw jacks, one mounted on the towing tongue and two at the pump end of the trailer.

RFP No. 18-037

Trailer 8 in. Dri-Prime Pump
Summary Pricing Sheet

Vendor Name:

Vendor Point of Contact:

Description	Quantity	Unit Price	Total Price	Delivery Time
Dri-Prime Vacuum System Godwin Pump Model CD225M 8in. Pump	1.0	\$ 52,475.00	\$ 52,475.00	Global Pump 8GSTAPIBT4T1OP 8 in. Pump 10-12 Weeks
Fitting Package				
8" X 20 ft Galvanized Steel with Bauer Style QD	4.0	\$ 440.00	\$ 1,760.00	
8" X 10 ft Galvanized Steel with Bauer Style QD	4.0	\$ 292.50	\$ 1,170.00	
8" x 15 ft Black Water Suction Hose with Bauer Style QD	5.0	\$ 762.50	\$ 3,812.50	
8" Square Hole Suction Screen with Male Bauer Style QD Fitting	1.0	\$ 145.00	\$ 145.00	
8" 45 Degree Fittings with Bauer Style QD	4.0	\$ 150.00	\$ 150.00	
8" femal quick connect x 8" 150# flange adaptor mounted on the 8" suction flange on the pump with nuts, bolts and gaskets	1.0	\$ 120.00	\$ 120.00	
8" male quick connect x 8" 150# flange adaptor mounted on the 8" discharge flange on the pump with nuts, bolts and gaskets	1.0	\$ 160.00	\$ 160.00	
Freight & Delivery Charges				

RFP No. 18-037

**Trailer 8 in. Dri-Prime Pump
Summary Pricing Sheet**

Vendor Name:

Vendor Point of Contact:

TOTAL BID: \$ 59,792.50

Validity Period: 90 Days

August 14, 2018

Mr. Jody Hooks
City of League City

RE: Global Pump Model 8GSTAPIBT4T10P

The priming system on the 8GSTAP, eight-inch diesel pump is achieved thru the use of a venturi with air being supplied by an air compressor. This design also incorporates the use of a check valve on the discharge side of the pump.

Warranty Period:

1 year pumpend

2 year or 2,000 hours engine parts and labor

Regards,

Jay Saenz