

# BARCO PUMP

940 Hensley Lane  
Wylie, Texas 75098

## TURN KEY SOLUTIONS AGREEMENT

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2018, between City of Coppell, Texas (Customer) and Bartholow Rental Company, d/b/a Barco Pump. ("Barco Pump" or "Supplier"). The work described in Section 1 below, and attached as Exhibits hereto, shall be performed in accordance with the terms and conditions of this Agreement for the project known as: North Lake Raw Water System On-Call Temporary River Pumping ("Project"). Barco Pump and Customer are collectively known as ("Parties").

### RECITALS

**WHEREAS**, Barco Pump is a corporation that specializes in providing pumping equipment and systems to various industries;

**WHEREAS**, Customer desires to engage Barco Pump as an independent contractor to perform the Services (defined below) in accordance with the terms of conditions of this Agreement, and Barco Pump desires to accept such engagement.

### AGREEMENT

**SECTION 1. SCOPE OF SERVICES.** Barco Pump agrees to furnish all labor, materials, equipment required to complete its work on the Project as further described in "Exhibit 1" attached hereto ("Services"). Customer agrees to pay Barco Pump the fee ("Fee") as described in "Exhibit 1". Customer acknowledges that many of Barco Pump's services are performed on a monthly basis (twenty-eight (28) day rental cycle) and charges may be reoccurring. Further, any amount of days past the twenty-eight (28) day rental cycle will result in an additional month's rent at the agreed upon rate as found in "Exhibit 1". The term of this Agreement shall commence on the Delivery Date (as defined in Section 5) and the initial rental period shall begin upon final mobilization by Barco Pump of the pumping equipment, based upon the timeframe agreed upon by the Parties and shall continue, month to month, until the Project is complete, or as defined in "Exhibit 1". The Parties may agree, however, to a weekly rental rate in an amount no less than fifty percent (50%) of the monthly rental rate. Any negotiated weekly rental rate must be agreed upon in writing prior to the completion of the project.

The Parties understand that Barco Pump is engaged as an independent contractor to perform and provide the Services.

**SECTION 2. PRICE AND PAYMENT.** Customer agrees to pay Barco Pump for the performance of its work according to the terms and conditions herein. Further, Contractor shall make all payments directly to Barco Pump, on no less than a monthly basis, or as invoices come due, at its place of business located at 940 Hensley Lane, Wylie, Texas 75098. Rental fees, service fees and/or any other applicable fee or pricing are based on net thirty (30) day terms, unless otherwise stated in the customer's credit agreement or Project Proposal ("Exhibit 1").

"Default" of this Agreement shall be defined to include, but not be limited to: failure to pay invoices when they come due, and failing to perform obligations under the terms of this Agreement.

**SECTION 3. TAX.** Tax is not included in the price of any quote, and the Customer is responsible for providing a tax-exempt certificate for the Project, if applicable, prior to the start of the Project. Moreover, in the event the Project is not tax-exempt Customer shall be responsible for paying all applicable tax associated with Barco Pump's services at the Project. Further, if Barco Pump relies on a tax-exempt certificate, provided by the Customer, and it is later determined that the Project, or Barco Pump's services on the Project, are not tax-exempt, than Customer shall be liable for any tax liabilities incurred by Barco Pump in connection with the Project.

**SECTION 4. ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the Customer and Barco Pump and supersedes any prior written or oral representation. In the event Customer is bound by the terms of a Prime Contract with an owner, or otherwise, this Agreement shall govern the relationship between Customer and Barco Pump and shall supersede said Prime Contract as it relates to Customer and Barco Pump.

**SECTION 5. TIME.** Time is of the essence of this Agreement. The Parties shall agree on a time frame for the work to commence for the Project ("Delivery Date"), and based upon said Agreement Barco Pump shall provide Customer with scheduling information for the delivery of the pumps and other equipment. Barco Pump shall coordinate, to the best of its ability and for items within its control, its work with that of all other contractors, subcontractors, suppliers and/or materialmen.

**SECTION 6. DELAY.** Delays in work, including but not limited to setup, bypass, tear down, etc., outside the control of Barco Pump, including weather delays or those caused by Customer, its agents, or any other third party, shall be attributed to Customer, and Customer shall remain liable to Barco Pump for all rental periods, based on the twenty-eight (28) day rental cycle, as they accrue.

**SECTION 7. CHANGES IN WORK.** Customer shall make no changes in the work covered by this Agreement without written notice to Barco Pump; Barco Pump must accept and/or approve all changes in work. Notice must be given in writing, either in hand, or by certified mail, return receipt requested. Barco Pump shall be compensated for any changes to the original Agreement based

upon the terms as set forth in “**Exhibit 1**”, or as otherwise agreed by the Parties in writing. No changes in the work covered by this Agreement shall exonerate any surety or any bond given in connection with this Agreement.

**SECTION 8. PREP-WORK.** The Parties acknowledge that Customer is responsible for site prep and turf work required for the Project (including but not limited to: site work for placement and access; traffic control; and site remediation required for pump system). Any and all required prep-work will need to be performed before, during, and after Barco Pump performs its obligations on the Project. Consequently, Barco Pump assumes no liability for delays caused by Customer, the weather, or any other third party, in preparing the site prior to the commencement or removal of the pump systems. It is the supplier’s responsibility to protect the environment around the system and protect same from damage.

**SECTION 9. INSPECTION AND PROTECTION OF WORK.** Barco Pump shall make the work accessible at all reasonable times for inspection by the Customer. Barco Pump shall at the first opportunity inspect all material and equipment delivered to the job site by others to be used or incorporated in the Barco Pump’s work and give prompt notice of any defect therein.

**SECTION 10. TERMINATION.** Barco Pump may terminate this Agreement, without cause, by giving Customer at least thirty (30) days prior written notice. Customer may terminate this Agreement, without cause, by giving Barco Pump at least thirty (30) days prior written notice, provided that Customer has paid Barco Pump for all services actually performed to that point. Upon termination of this Agreement all amounts owed to Barco Pump shall be immediately due and payable. In addition, if either party hereunder defaults in the performance of any obligation hereunder and said default is not cured within 10 business days after written notice thereof is sent to such defaulting party, in hand, by certified mail then the non-defaulting party may thereupon terminate this Agreement for cause by giving written notice of such termination to the defaulting party, such termination to be effective as of the date specified in such notice.

**SECTION 11. MUTUAL INDEMNIFICATION.** Each Party shall defend indemnify and hold harmless the other Party, including Affiliates and each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all Claims of Third Parties, and all associated Losses, to the extent arising out of (a) a Party’s gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by a Party of any of its representations, warranties, covenants or agreements under this Agreement.

**SECTION 12. INSURANCE.** Not Applicable to this Contract.

**SECTION 13. DISPUTE RESOLUTION.** All claims, disputes and other matters in question between the Parties arising out of the Agreement, shall be subject first to Mediation in Collin County, Texas, or another venue agreed to by the Parties. If the claim or dispute cannot be resolved through Mediation then the Parties are free to pursue any available remedy at law, however, any suit shall be brought in Collin County, Texas.

Nonetheless, the Parties waive all rights to a Jury Trial in any civil action brought based upon a breach of this Agreement, or otherwise associated with this Agreement.

**SECTION 14. ATTORNEY'S FEES.** Customer shall be liable for all costs of collection, including attorney's fees and costs of court, arising from Customer's default or breach of this Agreement.

**SECTION 15. BARCO PUMP NOT RESPONSIBLE FOR WORKERS' COMPENSATION.** No workers' compensation insurance shall be obtained by Barco Pump concerning Customer or the employees of Customer. Customer shall comply with the workers' compensation law concerning Customer and the employees of Customer, and shall provide to Barco Pump, upon request, a certificate of workers' compensation insurance.

**SECTION 16. NON-WAIVER.** The failure of either Party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

**SECTION 17. NO AUTHORITY TO BIND COMPANY.** Customer has no authority to enter into contracts or agreements on behalf of Barco Pump. This agreement does not create a partnership between the parties.

**SECTION 18. DECLARATION BY CUSTOMER.** Customer declares that Customer has complied with all Federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the work to be performed under this Agreement, including but not limited to the right of way permits and access on site. Further, Customer declares that all necessary permits shall be in place before the Project start date.

**SECTION 19. CHOICE OF LAW.** Any questions, controversies, claims, disputes, arbitration or litigation arising from or relating to this Agreement shall be governed by the laws of the State of Texas without regard to the application of rules of conflict of law. Venue for all disputes under this Agreement shall be a court of competent located in Collin County, Texas.

**SECTION 20. AMENDMENTS.** This agreement may be supplemented, amended or revised only in writing by agreement of the Parties.

**SECTION 21. SEPARATE RIGHT TO COUNSEL.** Both Parties acknowledge and agree that they

have a separate right to counsel and have had the time and opportunity to consult with counsel of their own choosing. Customer acknowledges that it has had sufficient time to have counsel of its own choosing review this document.

**SECTION 22. HOW NOTICES SHALL BE GIVEN.** Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested to the party at the party's address stated below. Any party may change its address stated herein by giving notice of the change by certified mail, return receipt requested. Barco Pump may also provide notices by e-mail.

**SECTION 23. AUTHORITY.** The Parties hereto each represent and warrant that they have authority, actual or apparent, to enter into this Agreement.

**SECTION 24. SEVERABILITY.** In the event that a court of competent jurisdiction determines that any portion of this Agreement is in violation of any statute or public policy, then only the portions of this Agreement, which violate such statute or public policy, shall be stricken. All portions of this Agreement, which do not violate any statute or public policy, shall continue in full force and effect. Further, any court order striking any portion of this Agreement shall modify the stricken terms to give as much effect as possible to the intentions of the parties under this Agreement.

Date: 08 August, 2018

Date: \_\_\_\_\_

By: Barco Pump

Customer: \_\_\_\_\_

Lee Jobe  
Name: Lee Jobe  
Title: Division Manager

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

## BID FORM

PROJECT IDENTIFICATION:

North Lake Raw Water System  
ON-CALL TEMPORARY RIVER PUMPING  
The City of Coppell, Texas

BID OF Barco Pump DATE 07/26/2019  
(NAME OF FIRM)

THIS BID IS SUBMITTED TO: City of Coppell (hereinafter called OWNER)  
c/o Purchasing Agent  
255 Parkway Boulevard  
Coppell, Texas 75019

CITY OF COPPELL BID NO: Proposal #156

1. The undersigned PROPOSER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. PROPOSER accepts all of the terms and conditions of the Advertisement or Notice to Proposers and Instructions to Proposers. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. PROPOSER will sign and submit the Agreement with other documents required by the Proposal Requirements within fifteen (15) days after the date of OWNER's Notice of Award.
3. In submitting this Bid, PROPOSER represents, as more fully set forth in the Agreement, that:
  - (a) PROPOSER has examined copies of all the Proposal Documents and of the following Addenda (receipt of all which is hereby acknowledged):

No:	<u>1</u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
Date:	<u>07/20/2018</u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
Rec'd:	<u>LJ</u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>

- (b) PROPOSER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- (c) PROPOSER has studied carefully all reports and drawings of subsurface conditions contained in the contract documents and which have been used in preparation of the contract documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon nontechnical data, interpretations or opinions contained therein or for the completeness thereof for CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence, CONTRACTOR shall have full responsibility with respect to subsurface conditions at site.
- (d) PROPOSER has studied carefully all drawings of the physical conditions in or relating to existing surface or subsurface structures on the site, which are contained in the contract documents and which have been utilized in preparation of the contract documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.
- (e) PROPOSER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as PROPOSER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests reports or similar information or data are or will be required by PROPOSER for such purposes.
- (f) PROPOSER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by PROPOSER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- (g) PROPOSER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.



- (h) PROPOSER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to PROPOSER.
  - (i) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; PROPOSER has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Bid; PROPOSER has not solicited or induced any person, firm or corporation to refrain from proposing; and PROPOSER has not sought by collusion to obtain for itself any advantage over any other Proposer or over OWNER.
  - (j) It is understood and agreed that the following quantities of work to be done at unit prices are approximate only, and are intended principally to serve as a guide in evaluating bids.
  - (k) It is understood and agreed that the quantities of work to be done at unit prices and materials to be furnished may be increased or diminished as may be considered necessary in the opinion of the OWNER to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth, except as provided for in the Contract Documents.
- 4. Proposer understands that the work for this project will be completed in **one** phase. Additional phasing or move-ins by subcontractors will require approval by the Engineer. It is understood and agreed that all work under this contract will be completed within the proposed calendar days. Completion date will be established in the Notice to Proceed. It is understood that time of completion will be a consideration in the award of the proposal
  - 5. It is understood and agreed that the contractor's experience in this type of work will be a strong consideration in the award of the proposal.
  - 6. It is strongly recommended that each proposer visit the site prior to submitting a proposal. Construction constraints exist, including traffic that could affect productivity.
  - 7. PROPOSER will complete the Work for the following price(s):



NORTH LAKE RAW WATER SYSTEM – ON-CALL TEMPORARY RIVER PUMPING					
UNIT PRICE BID SCHEDULE					
BASE BID					
Item No.	Bid Quantity	Unit	Description and Unit Price in Words	Unit Price	Total Price
I-1	1	LS	Mobilization, installation, all hoses, gauges, meters and ancillary items need for startup and testing including connection to existing pipeline, Complete In Place, <u>Twenty Two Thousand Four Hundred Fifty Six</u> Dollars and <u>Zero</u> Cents per LUMP SUM	\$ 22,456.00	\$ 22,456.00
I-2	6	MO	Monthly rental fee, including system service and maintenance, hoses, gauges, meters and ancillary items needed to provide on-call pumping, complete, <u>Eight Thousand Eight Hundred Forty Two</u> Dollars and <u>Zero</u> Cents per MONTH	\$ 8,842.00	\$ 53,052.00
I-3A	17,000	GAL	ALLOWANCE for direct cost of fuel, <u>Three</u> Dollars and <u>Fifty</u> Cents per GALLON	\$3.50	\$59,500
I-3B	17,000	GAL	Delivery and service cost of fuel, <u>One</u> Dollars and <u>Zero</u> Cents per GALLON	\$ 1.00	\$ 17,000.00
I-5	6	MO	Monthly web-based system and flow monitoring and control, complete, <u>One Thousand Seven Hundred Eighty Five</u> Dollars and <u>Zero</u> Cents per MONTH	\$ 1,785	\$ 10,710.00
I-6	1	LS	Demobilization, including removal of all equipment and restoration of site, Complete In Place, <u>Twelve Thousand Two Hundred Forty Five</u> Dollars and <u>Zero</u> Cents per LUMP SUM	\$ 12,245.00	\$ 12,245.00

### PROPOSAL SUMMARY

TOTAL BASE BID (A) Items #I-1 THRU #I-6 \$ \$ 174,963.00

1. Communications concerning this Bid shall be addressed to the address of PROPOSER indicated on the applicable signature page.
2. PROPOSER understands that the Owner is exempt from State Limited Sales and Use Tax on tangible personal property to be incorporated into the project. Said taxes are not included in the Contract Price (see Instructions to Proposers).
3. The terms used in this Proposal which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

The City of Coppell reserves the right to delete any portion of this project as it may deem necessary to stay within the City's available funds. Should the City elect to delete any portion, the contract quantities will be adjusted accordingly.

Total Tangible Personal Property: \$ ZERO

### PROPOSAL GUARANTY

- A Proposal Guaranty shall be provided in accordance with Item 102.5 of the Standard Specifications for Public Works Construction – North Central Texas Council of Governments Fourth Edition.

SUBMITTED ON 07/26/2018

Signature:



## PROPOSAL AFFIDAVIT

The undersigned certifies that the bid prices contained in these proposals have been carefully reviewed and are submitted as correct and final. Proposer further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the Specifications of the Invitation to Propose. The period of acceptance of this proposal will be ninety (90) calendar days from the date of the proposal opening.

STATE OF Texas COUNTY OF Collin BEFORE  
ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day  
personally appeared Lee Jobe who after being by me  
Name


duly sworn, did depose and say:

"I, Lee Jobe am a duly authorized office/agent for  
Name  
Barco Pump and have been duly authorized to execute the  
Name of Firm  
foregoing on behalf of the said Barco Pump  
Name of Firm

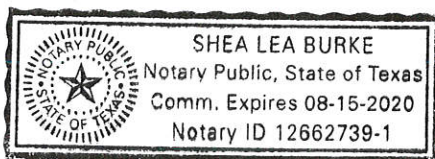
I hereby certify that the foregoing proposals have not been prepared in collusion with any other Proposer or individual(s) engaged in the same line of business prior to the official opening of this proposal. Further, I certify that the Proposer is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool, agreement or combination thereof, to control the price of services/ commodities proposed on, or to influence any individual(s) to propose or not to propose thereon."


Name and Address of Proposer: Barco Pump  
940 Hensley Ln., Wylie, TX 75098

Telephone: ( 214 ) 428-5691 by: Lee Jobe

Title: Division Manager Signature: 

SUBSCRIBED AND SWORN to before me by the above named Lee Jobe  
on this the 24 day of July 2018



Notary Public in and for the State of Texas  


If PROPOSER IS:


**An Individual**

By \_\_\_\_\_ (Seal)  
\_\_\_\_\_  
(Individual's Name)  
doing business as \_\_\_\_\_  
Business address \_\_\_\_\_  
\_\_\_\_\_  
Phone No. \_\_\_\_\_

**A Partnership**

By \_\_\_\_\_ (Seal)  
\_\_\_\_\_  
(Firm Name)  
\_\_\_\_\_  
(General Partner)  
Business address \_\_\_\_\_  
\_\_\_\_\_  
Phone No. \_\_\_\_\_

**A Corporation**

By Bartholow Rental Company dba Barco Pump  
\_\_\_\_\_  
(Corporation Name)  
Texas  
\_\_\_\_\_  
(State of Incorporation)  
By Lee Jobe  
\_\_\_\_\_  
(Name of person authorized to sign)  
Division Manager  
\_\_\_\_\_  
(Title)  
(Corporate Seal)  
Attest   
\_\_\_\_\_  
(Secretary)  
Business address 940 Hensley Ln  
\_\_\_\_\_  
Wylie, TX 75098 Phone No. 214-428-5691

**A Joint Venture**

By \_\_\_\_\_  
\_\_\_\_\_  
(Name) (Address)  
By \_\_\_\_\_  
\_\_\_\_\_  
(Name) (Address)

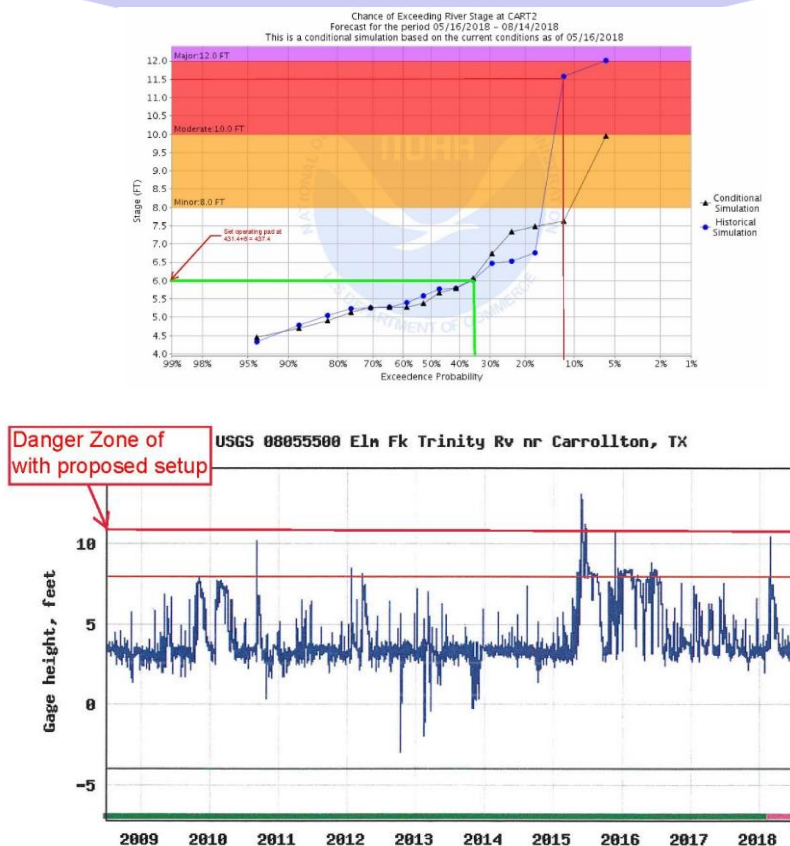
(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a partner to the joint venture should be in the manner indicated above.)



## WORK IN THE FLOODPLAIN

Barco Pump plans to raise the pad elevation, bringing the pumping unit base to an elevation of 442.5 feet. After cleaning and sealing the pumping unit's integrated fuel tank, Barco will construct a 2 foot tall environmental containment berm around the newly constructed pad. The risk of fluid contamination into the river will require a water level greater than 444.5 feet, or approximately 13 feet above the standard river pool elevation of 431.4 feet. According to USGS historical chart, 444.5 feet of river elevation has only been recorded 1 time in the previous 10 years.

Barco Pump will install a pressure transducer inside a perforated PVC pipe which will be anchored in the river. The installed transducer will be wired to a programable dual channel controller, allowing Barco to monitor river levels and program alarm condition notices. All pertinent system conditions can be monitored over the internet while alarms are broadcast via email and SMS messages. Alarms will be set to broadcast at a river elevation of 436 feet which provides ample time to deploy staff and mobilize equipment to remove On-Call Temporary Pump and Fuel Tank, eliminating the threat of contamination. The raised elevation pad provides for an additional 8 feet of rise in water elevation to mitigate risks of river levels reaching the pumping units, therefore reducing potential contamination risks from 35% to 12%.



## CLIENT-ACCESSIBLE REMOTE PUMPING OPERATIONS CONTROL AND REPORTING

Barco Pump will utilize our Barco Pump Telemetry cloud-based control box for the operation of this system. With the use of this box we can monitor& and alarms for:

Fuel Level	Voltage
Engine Temp	Engine RPM
Suction Vacuum	Fault Codes
Discharge Pressure	Load Percentage on Engine
Discharge Flow	Oil Pressure
River Elevation	Engine Run Hours for servicing

Barco Pump will utilize our Barco Pump Telemetry cloud-based control box for the operation of this system. With the use of this box we can control the pumps:

- Start/Stop Manually
- Auto Start/Stop Parameters
- Adjust Engine Speed

The controller operates via 3G cell service as well as satellite based iridium (limited reporting) service with the the ability to add up to 16 users capable of viewing and/or controlling the system. Below is a snapshot of the virtual control panel as seen in the web based platform. This gives us and owner full insight into exactly what the installed system is doing and allows us to optimize the fuel burn to discharge flow for the best value.

Panel View - P22-600

Asset ID  
 P22-600 [2845] ▼

View / Messages  
 Panel View ▼ Search

**Keyswitch & Engine State**

☐ On / Start

☐ Auto

☐ Man

☐ Off / Stop

**Alarm Status**  
☐  
 Alarm Manager

**Send Poll Command**  
☐

**Send Get GPS Cmd**  
☐

**Set RPM Setpoint**

**Engine Parameters**

Hours	RPM	Temp	Voltage	Oil Pressure	Load	Fuel Rate	Fuel Level	Soot
3250.3	1501	190 °F	26.5	48 PSI	68 %	18.3 GPH	102 %	0

**Pump Parameters**

Suction Pressure	Discharge Pressure	Flow Rate	App Level	App Pressure
-14.7 PSI	0	0	-	0

**Comm Status**

Last Msg Sent	Signal Quality
CELL	■■■■

Asset History

Last Msg Time 2018-07-25 06:58:17

1-Minute Data





**FUEL SUPPLY MANAGEMENT OVER THE COURSE OF THE CONTRACT  
DURATION**

With the use of the O'Rourke cloud-based fuel monitoring system and auto refill program along with monitoring from the Barco Panel Telemetry this will be an easily controlled system to keep the operation on schedule and pumping water. The fuel tank will be a 1,000 gallon double wall tank within a containment pan on site and will be set to reorder fuel when the level gets to 150 gallons in the tank. This will automatically be dispatched and through O'Rourke cloud-based monitoring and delivery system. For ease of billing on the fuel we will provide the Rack Price sheet for the day that shows what the price of the diesel from the distributor. There will also be the applicable taxes and a \$1.00 per gallon service fee. This will ease the billing and assure that the city is receiving the best value and most transparent billing Barco can offer. See Attached Bulk Fuel Agreement.

BARCO PUMP





## BULK FUEL PRICING AGREEMENT

ULSD #2 Red-Dyed Diesel Total Gallons Delivered	Flint Hill Resources Rack Price \$1.9960 + Dyed DSL Fuel Tax: \$.0061 PG	04/10/2018 Totals - Price Per Gallon
800 gallons Red Diesel Delivered	\$1.9960 \$ + \$0.0061	\$2.0021 Per Gallon Based on 800 gallons Delivered
Service Fee: \$1.00/gl	<p>Note: Service fee is Guarenteed and will not change for the duration of the project. Total Cost per gallon will be the rack price and tax paid + service fee of \$1.00 per gallon. Minimum gallons for delivery is 650 gallons or a blanket service fee of \$650 + Rack Price and taxes is the price.</p> <p>SAMPLE 1: 800 gallons @ \$3.0021= \$2401.68 Rack PPG: \$1.9960 + Dyed Diesel Tax (\$.0061) = \$2.0021 per gallon \$2.0021 + \$1.00 = \$3.0021</p> <p>SAMPLE 2: 600 gallons @ \$3.0854 = \$ 1851.24 Rack PPG: \$1.9960 + Dyed Diesel Tax (\$.0061) = \$2.0021 per gallon \$2.0021 ber gallon + \$650 Service Fee = \$3.0854</p>	
1000g Fuel Tank Containment Pan will be provided at no charge. 132* SMARTank Fuel Satllite Monitor will also be provided at no cost to Barco Pump.		

Thank you,

Lee Jobe | **TurnKey Solutions**

940 Hensley Ln  
Wylie, TX 75098  
Office 817.428.5691  
Mobile 214.608.8851

## **BARCO PUMP ORGANIZATIONAL STRUCTURE**

Barco has offered temporary pumping systems and monitoring in North Texas since the 80's, proving Barco as one of the longest standing reliable pump options for North Texas. With a growing demand for the contracting market and to also still offer great service to our rental customers; Barco Pump developed our "Turnkey Solutions" Division to focus on our full service "Contract" customers and free the local branches to focus on their core "rental" and "service" customers. The TKS group is dedicated to securing and managing projects directly as a General Contractor or as a Sub-Contractor, with support from our local branches for service and P.M. support. With a dedicated division to TKS projects and the correct staff Barco is able to stay engaged in the projects and accomplish systems to exceed our customers expectations and keep projects on strict timelines.

### **Turnkey Solutions Management Team**

Lee Jobe – Division Manager

Lee Jobe has been involved in the sales, bidding, design and implementation of temporary pumping systems for 12 years. He started in Outside Sales with Sunbelt Pump and Power in 2006-2008. He then took a Project Manager role with Gajeske, Inc. in the Pump Solutions division and managed project up to \$2,000,000 and 150 MGD Capacity. Lee then joined the Barco Pump team to start the Turnkey Solutions division in 2015. As Division Manager Lee Jobe is responsible for all processes of each project, and is the primary contact from inception through the bidding and contract processes.

Greg Ward – Project Manager

Greg Ward joined the Barco Pump in 2008 as an Outside Sales role and became the Branch Manager of the Oklahoma City Branch in 2010. With his great success in both of these roles, he was then promoted to Central Texas / Oklahoma Regional Sales Manager and over saw all Sales for the San Antonio, Wylie, and OKC branches. His passion for Turnkey work made him the perfect fit for our Project Manager role, within the division. In this role Greg oversees field operations for multiple projects and is the primary contact for customers once the project is under contract and being constructed to the end.

Leonardo Correa – Superintendent

Leonardo Correa started his in-field career at Sunbelt Rentals Pump & Power as a fusion technician in 2008. He then moved to Gajeske, Inc Pump Solutions and a Crew Lead in 2010 through 2016. In 2017 Leonardo accepted the Superintendent position with Barco Pump and continues to implement systems that not only perform beyond customers expectations but also are clean, neat, and safety conscious to make sure everyone goes home in the same condition they arrived to the site that day. His role as superintendent is to implement the system that both best works for the customers needs and the site conditions.



**SECTION 33 01 30**  
**ON-CALL TEMPORARY RIVER PUMPING**

**PART 1      GENERAL**

**1.1 SUMMARY**

- A. The scope of this specification is limited to providing the necessary labor, materials, and equipment required for a temporary diesel-driven, sound attenuated pumping system delivering raw water from the Elm Fork of the Trinity River to North Lake in Coppell, Texas. Service provider shall be responsible for all monitoring of pumping system.

Work will be in the floodway of the river. Service provider is responsible for monitoring river conditions and flood stages. Provider shall remove equipment and fuels from the floodplain prior to a forecasted flood event that would result in more than 2-ft of flow over Carrollton Dam.

- B. Standby Service

Standby Service shall be defined as furnishing all labor, materials, and equipment for setting up a pumping system, which will not operate under normal conditions but will be available for operation within 24-hrs notice by City. During Standby Service applications, the service provider will not be required to provide operation of the equipment after successful testing is completed. Weekly checks and testing of the equipment will be required until the standby service is no longer in use.

- C. Operational Service

Operational Service shall be defined as furnishing all labor, materials, and equipment for setting up a pumping system. During Operational Service applications, the service provider will be required to provide either full-time manned operation or monitored in real time and controlled remotely with unlimited City access to current operations and conditions. System performance and operation shall be checked daily with all necessary repairs performed immediately to maintain successful operation.

- D. Operations and Monitoring

Temporary pumping system shall be provided with all of the instrumentation necessary (flow, discharge pressure, intake level, electric current, voltage, motor RPM, fuel level, etc.) to maintain, operate and monitor performance of the bypass system remotely, as well as providing a continuous flow record of the pumping system operation. Service provider shall operate and monitor the pumping system 24 hours per day, seven days per week, unless a city-approved supervisory control and data acquisition (SCADA) accessible online to City

staff continuously (24-7) throughout the duration of the service contract. Under all circumstances, field service personnel must be able to respond to an alarm condition within twenty-four (24) hours of notification.

## 1.2 SUBMITTALS

### 1. Product Data

- a. Pump curves for the proposed temporary pumping equipment identifying the duty point (flow and head) for the system.

### 2. Permits

- a. The Provider is responsible for acquiring any necessary environmental, Federal, State, Local, and any other permits necessary for pumping.

### 3. Shop Drawings

- a. Drawings showing arrangement of temporary pumping equipment and location of suction and discharge piping.
- b. Size and type of temporary suction and discharge piping.
- c. Noise rating of sound attenuation housing
- d. Web-based monitoring and control plan
- e. Fueling service plan
- f. Flood watch and response plan based on USGS and NOAA river monitoring and forecasting tools
- g. SPCC Plan (if required by statute and proposed maximum fuel to be stored onsite)

### 4. Special Procedure Submittals

Prepare and submit a detailed written plan for set-up, testing, operation, and shutdown of the pumping system within two (2) weeks of notice to proceed. Include the following in the plan:

- a. Pump System Start-up Checklist for starting and shutting down system.
- b. Online condition monitoring system training manual
- c. Emergency plan identifying the measures taken in the event of a pump failure.
- d. Staffing plan for responding to alarm conditions identifying multiple contacts by name and phone numbers (office, mobile, etc.).
- e. A contingency plan to implement in the event the repair, rehabilitation, and/or replacement work has unexpected delays or problems.



- f. A project specific shutdown activities checklist.

### 1.3 QUALITY ASSURANCE

#### A. Qualifications

1. Pumping equipment suppliers shall demonstrate a minimum of five (5) years of experience providing pumps for similar applications.
2. Experienced and qualified field service personnel who can respond to an emergency or alarm condition within one (1) hour of notification.
3. Provide quality equipment and accessories (hoses, clamps etc.) with no leaks or damage visible.

### 1.4 FIELD CONDITIONS

#### A. Existing Conditions

1. It is the Provider's and pump supplier's responsibility to verify the available working area for the pumping system, the hydraulic conditions for the pumping system, and suitable locations for suction and discharge piping.
2. It is the Provider's responsibility to protect the environment around the system and protect same from damage.

### 1.5 PUMPING DESIGN CRITERIA

The following tables include assumptions, dimensions, elevations and other important details taken into consideration during the system evaluation:

**Table 1: Pump and Pipeline Hydraulics**

<b>Pump and Pipeline Hydraulics</b>	
<b>Flow</b>	5-mgd
<b>Pipeline</b>	42-in PCCP
<b>Design Velocity</b>	0.8-ft/s
<b>Outfall</b>	El 501.0 (assumed 12" BFV at Outfall Structure)
<b>Intake</b>	El 433.0 (Carrollton Dam weir)
<b>Static Head</b>	68-ft (28.2 psi)
<b>Friction Head</b>	0.9-ft
<b>TDH</b>	69-ft (28.6 psi)
<b>Connection</b>	12" flanged connection added to existing 42" pipe above ground

**Table 2: Proposed Pump**

<b>Pump</b>	
<b>Pump Class</b>	End Suction Centrifugal (Self Priming)
<b>Size</b>	12"
<b>Driver</b>	Gas/Diesel Engine
<b>Fuel Demand</b>	10-12 gal/hr at full load
<b>Fuel Storage</b>	300+ gal belly tank
<b>Sound Attenuation</b>	Sound Proofing

**Table 3: Intake Channel Geometry**

<b>Intake Channel</b>	
<b>Geometry</b>	Trapezoidal
<b>Bottom Elevation</b>	426.0
<b>Bottom Width</b>	28.0-ft
<b>Top Width</b>	70-ft
<b>Length</b>	30-ft

**Table 4: Site Conditions**

<b>Temporary Pump Pad</b>	
<b>Width</b>	20-ft
<b>Surface Elevation</b>	435.0
<b>Intake Access Ramp</b>	
<b>Width</b>	20-ft
<b>Grade</b>	15%
<b>Length</b>	50-ft
<b>Fill</b>	Rock, rubble gravel
<b>Surface</b>	12-in flex-base
<b>Armor</b>	100-lb class dumped rock rip rap

## PART 2 PRODUCTS

### 2.1 PUMPING EQUIPMENT

- A. Provide pumping equipment with the capacity to convey 100 percent of design.
- B. Provide pumping systems that are self-priming and capable of operating with automatic controls based on the liquid level in the pump station intake channel. Utilize pumping systems that are diesel powered with a minimum fuel storage capacity for 24 hours of continuous operation. Provide all of the required diesel fuel for the system as required throughout the duration of the service contract.
- C. Provide suitably sized pump discharge piping for the flow to be pumped and discharged into the existing force main connection. Suitably brace the discharge and direct the discharge so that damage to existing facilities and equipment is prevented. If multiple pumps are required to meet the required pumping capacities, provide the necessary fittings and connections for connecting multiple pump discharges to a single discharge pipe.
- D. Equip the pumping system with the necessary float switches or level monitoring devices required for starting and stopping the pump. Also provide float switches to sound an alarm if the water level in the intake channel reaches a critical depth.
- E. Provide the necessary control power for the pumping system.
- F. Provide sound attenuation on the pump/motor to limit the noise level to a maximum of 70 dBA at 100-ft.

### 2.2 CONTROLS AND TELEMETRY

- A. Temporary pumping system shall be provided with all of the instrumentation necessary (flow, discharge pressure, intake level, electric current, voltage, motor RPM, fuel level, etc.) to maintain, operate and monitor performance of the bypass system remotely, as well as providing a continuous flow record of the pumping system operation.
- B. Provide round-the-clock monitoring of pumping system during working hours and non-working hours through remote, web-hosted telemetry system that shall immediately notify the Provider of alarm conditions.
- C. Web-hosted telemetry system that shall accessible to Owner continuously through the duration of the pumping services contract.

### PART 3 EXECUTION

#### 3.1 GENERAL

The requirements for providing temporary pumping include, as a minimum:

- A. Sizing and installing the piping, pumps, valves, and control system.
- B. Providing and installing temporary suction and discharge piping and fittings.
- C. Providing power and/or fuel required to operate the system. No power will be available from the Owner.
- D. Personnel to continuously monitor the operations on-site pumping system is in operation and adjust the flow rate of the pumping system as necessary to match the influent flows. Automatic controls will only be allowed as directed by the Owner.
- E. Removing all temporary pumping facilities when the work is completed.

#### 3.2 PRE-INSTALLATION MEETINGS

- A. Prior to beginning pumping operations, schedule and conduct a pre-startup meeting. Items to be covered include:
- B. Testing of pumping, control and SCADA equipment to verify satisfactory operation.
- C. Testing of alarm status notification system.
- D. Coordination with Owner operations personnel to ensure suitable access is provided to facilities which will remain in operation.
- E. Utilize City-approved Pump System Start-up Checklist for starting and shutting down system.

END OF  
SECTION