



SUPPLY AGREEMENT NO. 7251

Aclara Water Meter Transmission Units

THIS **Aclara Water Meter Transmission Units Supply Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Aclara Technologies LLC ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Aclara Water Meter Transmission Units in response to Request for Bid No. **SS-7251** ("RFB"), which RFB includes the required scope of work and all specifications and which RFB and the Contractor's bid response are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

- 1. Scope.** Contractor shall provide Aclara Water Meter Transmission Units in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. "Goods," "products", and "supplies", as used in this Agreement, refer to and have the same meaning.
- 2. Term.**
 - (A) The term of this Agreement is one year beginning on the date executed by the City. The parties may mutually renew the term of this Agreement for up to two additional one-year period(s) (each an "Option Term"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Term.
 - (B) At the end of the term of this Agreement or the final Option Term, the Agreement may, at the request of the City prior to expiration of the Term or final Option Term, continue on a month-to-month basis for up to six months, with compensation based on the applicable pro rata monthly amount of the total amount stated in section 3 of this Agreement. The Contractor may opt out of this continuing term by providing notice to the City at least 30 days prior to the expiration of the Term or final Option Term. During the month-to-month term, either party may terminate the Agreement upon 30 days' advance written notice to the other party.
- 3. Compensation and Payment.** This Agreement is for an amount not to exceed \$3,110,850.00, subject to approved amendments and changes. Payment will be

made for goods delivered and accepted by the City within 30 days of completion, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Quote/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.

Invoices must 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, TX 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:

Amanda Howard, Contracts/Funds Administrator
Corpus Christi Water
Phone: 361-826-1894
Email: AmandaC@corpuschristitx.gov

- 5. Insurance.** 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.
- 6. Purchase Release Order.** For multiple-release purchases of products to be provided by the Contractor over a period of time, the City shall exercise its right to specify time, place, and quantity of products to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized employee of the department or division. The purchase release order must refer to this Agreement, and products will remain with the Contractor until such time as the products are delivered and accepted by the City.

- 7. Inspection and Acceptance.** City may inspect all products supplied before acceptance. Any products that are delivered but not accepted by the City must be corrected or replaced immediately at no charge to the City. If immediate correction or replacement at no charge cannot be made by the Contractor, a replacement product may be bought by the City on the open market and any costs incurred, including additional costs over the item's bid price, must be paid by the 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) The specific warranty provisions applicable to this Agreement are stated in **Attachment D**, which is attached and incorporated by reference into this Agreement as if fully set out here in its entirety. 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.
- 9. Quality/Quantity Adjustments.** Any quantities indicated on Attachment B 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 Term. 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 the City's fiscal 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 that determination and decision is within the City Council's sole discretion when adopting each budget.
- 11. Independent Contractor.** Contractor shall perform the work required by this Agreement as an independent contractor and shall furnish such products 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.** In providing the goods, Contractor may not enter into subcontracts or utilize the services of subcontractors.
13. **Amendments.** This Agreement may be modified only in writing executed by an authorized representative of each party.
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.** Reserved.
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: Amanda Howard, Contracts/Funds Administrator
Corpus Christi Water
2726 Holly Road, Corpus Christi, TX 78415
Phone: 361-826-1894
Fax: n/a

IF TO CONTRACTOR:

Aclara Technologies LLC
Attn: Tyler Simpson
77 Westport Plaza, Suite 500, St. Louis, MO 63146
Phone: 303-888-9313
Fax: n/a

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 THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, 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) Termination for Cause. The City may terminate this Agreement for Contractor's failure to comply with any of the terms of this Agreement. The City 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 may terminate this Agreement immediately thereafter.

(B) Termination for Convenience. Alternatively, the City may terminate this Agreement for convenience upon 30 days' advance written notice to the Contractor. In the event of a termination for convenience, the Contractor shall be compensated for all Services performed prior to the date of termination, and the City shall have no further obligation to the Contractor

19. Owner's Manual and Preventative Maintenance. Contractor agrees to provide a copy of the owner's manual and/or preventative maintenance guidelines and instructions, if any, for any equipment purchased by the City pursuant to this Agreement. Contractor shall provide such documentation upon delivery of the equipment and prior to receipt of the final payment by the City.

20. Limitation of Liability. The City's maximum liability under this Agreement is limited to the total amount of compensation shown in section 3 of this Agreement. In no event shall the City be liable for incidental, consequential, or special damages.

21. 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.

22. 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.

23. 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).

24. 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 law.

25. 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 forum and venue for such disputes is the appropriate district or county court in Nueces County, Texas. In accordance with Chapter 2271, Texas Government Code, if this contract has a value of \$100,000 or more paid wholly or partly from public funds and the Contractor has 10 or more full-time employees, Contractor verifies that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement. In accordance with Chapter 2274, Texas Government Code, Contractor verifies that the Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Agreement against a firearm entity or fire trade association. In accordance with Chapter 2276, Texas Government Code, Contractor verifies that the Contractor does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

26. Public Information Act Requirements. This clause applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

27. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior

ATTACHMENT A: SCOPE OF WORK

1. General Requirements/Background Information

The Contractor shall provide Meter Transmission Units (MTU) and associated parts for Corpus Christi Water (CCW).

2. Scope

- A. All MTU's will be ordered on an as-needed basis.

- B. Quantities ordered for the items listed will vary depending on the necessity and urgency of the workload. Due to market price inflation and fluctuations, a 5% annual price increase, with prior approval, will be applied to each contract year.

- C. The Contractor shall be responsible for all shipping charges to CCW.

- D. CCW shall be responsible for any shipping charges for the return of units under warranty.

- E. The Contractor shall ship items ordered to:
Corpus Christi Water
2726 Holly Road
Corpus Christi, TX 78415

- F. The Contractor shall also submit an electronic copy of the invoice to:
CCWAccountsPayable@corpuschristitx.gov.

Attachment B: Bid/Pricing Schedule

Aclara Pricing for the City of Corpus Christi (TX) Aclara RF Water Hardware



Quote #

Date: 4/2/2026

HARDWARE

Item	Description	Part Number	Qty	Unit Price	Extended Price	Notes
1.0 WATER ENDPOINTS						
1.01	Water Meter MTU - Encoder, Single Port, Extended Range, 12' wire	3451-012-DBW	12,000			(7,8)
1.02	Water Meter MTU - Encoder, Single Port, Extended Range, 3' Nicor Connector Cable	3451-103-DBW	12,000			(7,8)
1.03	Water Meter MTU - Encoder, Single Port, Pit Lid antenna, 12' wire - extended range (antenna sold separately)	3451-012-DBW-A	1			(7,8)
1.04	Water Meter MTU - Encoder, Single Port, Pit Lid antenna, 3' Nicor connector - extended range (antenna sold separately)	3451-103-DBW-A	1			(7,8)
1.05	Water Meter MTU - Encoder, Dual Port, 12' wire - extended range	3452-012-DBW	1			(7,8)
1.06	Water Meter MTU - Encoder, Dual Port, 3' Nicor connector - extended range	3452-103-DBW	1			(7,8)
1.07	Water Meter MTU - Encoder, Dual Port, Pit Lid antenna, 12' wire - extended range (antenna sold separately)	3452-012-DBW-A	1			(7,8)
1.08	Water Meter MTU - Encoder, Dual Port, Pit Lid antenna, 3' Nicor connector - extended range (antenna sold separately)	3452-103-DBW-A	1			(7,8)
1.09	Water Meter MTU - Series 3000 Pit Lid Antenna (MTU sold separately)	073-3002	4			(7,8)
1.10	Water Meter MTU - Water MTU Antenna Mounting Kit: Tab	109-10571-04	4			(7,8)
1.11	Aclara Water MTU - On demand 2: Single Port, Encoder, Remote shutoff, 12' wire - extended range	3451-012-DCVW	500			(7,8)
1.12	ZoneScan II Assembly STU/SS Logger/Cable	4381-606-Z-02 4381-606-Z-11	100			(7,8,10,11)
1.13	NEXT Remote Disconnect Valve		500			(7,8,9)
1.14	Wireless Field Programming Coil	109-6900	45			(8)
HARDWARE TOTAL:					\$3,110,850.00	

Subtotal: \$3,110,850.00
Material Handling & Freight: *Included*
Grand Total: \$3,110,850.00 (1,2,3,4,5,6)

PRICING ASSUMPTIONS

General Note: This Proposal/Quotation is based upon the terms and conditions set forth in the Aclara Standard Terms and Conditions of Sales for Equipment and Certain Services that are available on Aclara's website at:

<http://www.aclara.com/terms-and-conditions/>

Any conflicting or additional terms and conditions contained in any resulting purchase order are hereby rejected unless agreed to in writing by Aclara.

GENERAL

- 1 Pricing remains in effect for a period of 60-days from the date above.
- 2 The itemized pricing shown is based on quantities and schedules proposed herein; any changes may result in a pricing adjustment. Stand-alone pricing for each line item may be provided upon request.
- 3 Total extended price shown excludes any applicable Sales Tax.
- 4 In the event of unusual and significant fluctuation in commodities, freight, and/or logistics, Aclara reserves the right to adjust pricing with 30 days' notice.
- 5 The above quote is valid for deliveries within 12 months only from the date above.

ENDPOINTS

- 6 Does not include the water meter.
- 7 Subject to 5% annual escalation starting year 2.
- 8 Excludes short lay-length water meter

PROFESSIONAL SERVICES

- 9 Excludes Professional Services to set-up Zonescan.net

ANNUAL FEES

- 10 Excludes annual fees for Zonescan.con system

Brian Halcomb

Aclara Technologies LLC

404-740-0592

ihalcomb@hubbell.com

Tyler Simpson

Aclara Technologies LLC

303-888-9313

tsimpson@hubbell.com

Attachment C: Insurance Requirements

The City's Legal Department has recommended there be no insurance requirements for this scope of work. Purchase Contracts - Supply Agreements - Equipment Leases - Goods or Equipment Delivered to City Other Than Hazardous Chemicals.

Attachment D: Warranty Requirements

Aclara® RF Water / Gas Warranties

1. Aclara® RF Water / Gas MTU Warranty. Aclara Technologies LLC (“Aclara”) warrants to the original Purchaser of an Aclara RF Water or Gas Meter Transmission Unit (“MTU”) that the MTU shall be free from defects in material and workmanship for a period of ten (10) years from the date of original product shipment (“Warranty Period”).

Any MTU manufactured by Aclara that, within Warranty Period, fails as a result of a defect in material or workmanship, when returned to Aclara, freight prepaid, will be repaired or replaced, at the option of Aclara, without charge to the Purchaser. A MTU which has been repaired or replaced by Aclara will be returned to the Purchaser by Aclara, freight prepaid. Aclara warrants replacement MTUs for the remaining term of the Warranty Period applicable to the MTU repaired or replaced.

Subject to the limitations set forth herein, Aclara will replace any MTU that, after expiration of the Warranty Period but before the expiration of the twentieth (20th) full year after the date of original product shipment, fails as a result of a defect in material or workmanship. The price of replacement will be prorated in accordance with the following table based on the number years of service before failure:

Years of Service	Replacement Price Percentage
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20	100%

The price to replace a defective MTU will be calculated by multiplying the applicable Replacement Price Percentage by the MTU price in effect at the time of replacement.

The warranty offered to Purchaser shall only cover MTUs (i) configured to default factory settings (hourly readings and four (4) transmissions per day), (ii) operated within standard operating conditions (averaging no more than two (2) on-demand or valve position change requests per month, up to two (2) firmware downloads and one (1) full ninety-six (96) day data log extraction over the life of the MTU), and (iii) was installed and initiated within one (1) year of the date of original product shipment date.

2. Aclara® RF DCU Warranty. Aclara warrants to the original Purchaser of an Aclara RF Data Collection Unit (“DCU”) that the DCU shall be free from defects in material and workmanship for a period of one (1) year from the date of original product shipment (“Warranty Period”).

Any DCU manufactured by Aclara that, within the Warranty Period, fails as a result of a defect in material or workmanship, will be repaired or replaced, at the option of Aclara, without charge to the Purchaser. Aclara shall either: (1) Provide a return authorization to the Purchaser to return the defective DCU for repair; or (2) Perform on-site repair of the defective DCU, provided Purchaser pays all reasonable Aclara travel expenses. Aclara will be responsible for cost inbound and outbound freight when using shipping method of Aclara’s choice. Purchaser must provide reasonable access to the DCUs and shall be responsible for additional costs incurred should Aclara be prevented access at the scheduled time.

Aclara warrants replacement DCUs for the longer of: (i) the remaining term of the Warranty Period applicable to the DCU repaired or replaced, or (ii) ninety (90) days from the date the repaired DCU or its replacement is returned to Purchaser.

3. Aclara® RF Water / Gas Wireless Field Programming Coil Warranty. Aclara warrants to the original Purchaser of an Aclara RF Water / Gas Wireless Field Programming Coil (“Programmer”) that the Programmer shall be free from defects in material and workmanship for a period of

one (1) year from the date of original product shipment (“Warranty Period”).

Any Programmer manufactured by Aclara that, within the Warranty Period, fails as a result of a defect in material or workmanship, when returned to Aclara, freight prepaid, will be repaired or replaced, at the option of Aclara, without charge to the Purchaser. A Programmer which has been repaired or replaced by Aclara will be returned to the Purchaser by Aclara, freight prepaid. Aclara warrants replacement Programmers for the longer of: (i) the remaining term of the Warranty Period applicable to the Programmer repaired or replaced, or (ii) ninety (90) days from the date the repaired Programmer or its replacement is returned to Purchaser.

4. Software. All of the products set forth herein include software which is proprietary to Aclara and which is protected by United States Copyright Laws with which the Purchaser must comply. Purchaser has the right to utilize the software in the product with the product, but Purchaser may not disassemble, decompile, or modify the software. The software is confidential and the property of Aclara and shall not be disclosed to others.
5. Return Material Authorization Process. The return of defective products under a warranty claim must be returned in accordance with Aclara’s Return Material Authorization (RMA) Process. Please refer to the latest process document posted to the Aclara customer portal at: <https://aclaratech.force.com/login>
6. Warranty Claim. The warranty remedies set forth herein shall be contingent upon: (1) Purchaser providing written notice of a warranty claim to Aclara within the applicable warranty period; and (2) Purchaser returning the defective product to Aclara within sixty (60) days of removal and in accordance with the RMA Process..
7. Exceptions to Warranties. The following apply to all warranties offered to Purchaser by Aclara and set forth herein.
 - a. All costs associated with the removal and/or reinstallation of a defective product shall be the responsibility of the Purchaser.
 - b. The warranties set forth herein do not cover repairs or replacements required as a result of misuse, mishandling, improper storage, accident, modification, improper operation, installation errors, meter failures, theft, vandalism, acts of god or repair by unauthorized personnel.
 - c. Aclara reserves the right to supply factory refurbished equipment, new equipment, or a newer model that provides equivalent or better performance.
8. **NO IMPLIED WARRANTIES.** THE WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE LIABILITY OF ACLARA SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF ANY DEFECTIVE PRODUCT. IN NO EVENT SHALL ACLARA BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, RESULTING FROM PRODUCT INSTALLATION, USE, REMOVAL OR REINSTALLATION. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND IN NO EVENT SHALL THE LIABILITY OF ACLARA EXCEED THE PRICE OF THE PRODUCT ON WHICH SUCH LIABILITY IS BASED. THE LIMITATION OF REMEDIES SET FORTH HEREIN IS IN RECOGNITION OF THE DIFFICULTIES OF PROOF OF LOSS AND THE INCONVENIENCE AND NON-FEASIBILITY OF OTHERWISE MEASURING DAMAGES AND OBTAINING AN ADEQUATE REMEDY. THE WARRANTIES CONTAINED HEREIN MAY NOT BE ALTERED, AMENDED, OR MODIFIED, EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF ACLARA.