



SERVICE AGREEMENT NO. 4280

Flygt Pump and Motor Repairs

THIS **Flygt Pump and Motor Repairs Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Xylem Water Solutions U.S.A. Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Flygt Pump and Motor Repairs in response to Request for Bid/Proposal No. 4280 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

1. Scope. Contractor will provide Flygt Pump and Motor Repairs ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.

2. Term.

(A) The Term of this Agreement is one year beginning on the date provided in the Notice to Proceed from the Contract Administrator or the City's Procurement Division. The parties may mutually extend the term of this Agreement for up to two additional one-year periods ("Option Period(s)"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period.

(B) At the end of the Term of this Agreement or the final Option Period, the Agreement may, at the request of the City prior to expiration of the Term or final Option Period, continue on a month-to-month basis for up to six months with compensation set based on the amount listed in Attachment B for the Term or the final Option Period. 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 Period. During the month-to-month term, either Party may terminate the Agreement upon 30 days' written notice to the other Party.

3. Compensation and Payment. This Agreement is for an amount not to exceed \$629,700.00, subject to approved extensions and changes. Payment will be made for Services provided and accepted by the City within 30 days of acceptance,

subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next Option Period.

Invoices 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, Texas 78469-9277

- 4. Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Name: Orlando Gonzalez
Department: CCW
Phone: (361) 826-1885
Email: orlandog@cctexas.com

5. Insurance; Bonds.

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event that a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

- 6. Purchase Release Order.** For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.
- 7. Inspection and Acceptance.** City may inspect all Services and products supplied before acceptance. Any Services or products that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.
- 8. Warranty.**

 - (A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.
 - (B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.
 - (C) Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.
- 9. Quality/Quantity Adjustments.** Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.
- 10. Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City

Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

- 11. Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.
- 12. Subcontractors.** In performing the Services, the Contractor will not enter into subcontracts or utilize the services of subcontractors.
- 13. Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
- 14. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
- 15. Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
- 16. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: Orlando Gonzalez
Title: Planner/Scheduler
Address: 2726 Holly Road, Corpus Christi, Texas 78415
Phone:(361) 826-1885
Fax: (361) 826-4495

IF TO CONTRACTOR:

Xylem Water Solutions U.S.A. Inc.
Attn: Frank Pardo
Title: Sales
Address: 2029 N. Lexington Blvd., Corpus Christi, Texas 78409
Phone: (361) 879-0031
Fax: (361) 225-2965

17. CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS (“INDEMNITEES”) FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS’ FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

18. Termination.

(A) The City 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) Alternatively, the City may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

19. Owner’s Manual and Preventative Maintenance. Contractor agrees to provide a copy of the owner’s manual and/or preventative maintenance guidelines or instructions if available for any equipment purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such 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 listed 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 said statute.
- 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 form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 26. Public Information Act Requirements.** This paragraph 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 negotiations, arrangements, agreements and understandings, either oral or written, between the parties.
- 28. Consent Decree Requirements.** This Agreement is subject to certain requirements provided for by the Consent Decree entered into as part of Civil Action No. 2:20-cv-00235, *United States of America and State of Texas v. City of Corpus Christi* in the United States District Court for the Southern District of Texas, Corpus Christi Division (the "Consent Decree"). A set of Wastewater Consent Decree Special Conditions has been attached as Attachment E, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. The Contractor must comply with Attachment E while performing the Services.

[Signature Page Follows]

CONTRACTOR

DocuSigned by:
Frank Pardo
Signature: _____
002B8F00E8524C7...

Printed Name: Frank Pardo

Title: Sales

Date: 8/30/2022

CITY OF CORPUS CHRISTI

Josh Chronley
Assistant Director of Finance - Procurement

Date: _____

Attached and Incorporated by Reference:

- Attachment A: Scope of Work
- Attachment B: Bid/Pricing Schedule
- Attachment C: Insurance and Bond Requirements
- Attachment D: Warranty Requirements
- Attachment E: Consent Decree Requirements

Incorporated by Reference Only:

- Exhibit 1: RFB/RFP No. 4280
- Exhibit 2: Contractor's Bid/Proposal Response

Attachment A - Scope of Work

1.1 General Requirements/Background Information

The Contractor shall provide pump and motor repairs and sales for all Flygt brand pumps/motors at the City's Wastewater Lift Stations and Wastewater Treatment Plants,

1.2 Scope of work

A. Repairs

a. The City's pump inventory, outlined in Section 4.3, consists of approximately 253 Flygt pump/motor units, with HP range and distribution as follows:

| <u>HP Range</u> | <u>Percentage</u> |
|-----------------|-------------------|
| 2.2 – 25 | 69% |
| 26 – 50 | 24% |
| 75 – 215 | 7% |

b. The Contractor's work performance for pump and motor repair will include, but is not limited to, disassembly, repair, and remanufacturing on centrifugal and submersible pumps and motors from 2 - 215 HP rating.

c. Typical repairs may include, but are not limited to: shaft sleeves, impeller, bearings, seals, wearing rings, shafts, gaskets, housing repair/replacement, o-rings, varnish, stator repair, packing stuffing box, blast clean, repaint, reassembly, check tolerances, re-oil and/or grease, testing.

d. The City will deliver the equipment for repair, and will pick-up equipment when the repair is complete.

e. The Contractor shall provide a repair estimate/quote for each repair, to include any noted problems, special conditions, inspection results, conclusion/recommendations, within 5-15 business days after receipt of equipment.

f. The repair estimate/quote shall be submitted electronically in PDF format via email and itemized as follows:

1. Estimated repair time, to include delay time for parts/materials. If repair time is expected to exceed 20 business days, the Contractor must define the completion time, and outline the reason for delay.
2. Shipping costs for parts/materials
3. Costs to expedite parts/materials, if requested and approved by a City representative.
4. List of parts/components to be replaced
5. Parts/materials mark-up
6. Hourly labor costs, to include Straight Time and Overtime (if approved)
7. Equipment replacement cost and lead time for new equipment

- g. Repairs shall be completed within 10-20 business days of purchase order (PO) release. A PO number will be submitted to Contractor via email or phone. The Contractor shall notify the City if repairs will exceed 20 business days.
- h. All parts shall be equivalent to or better than original equipment manufacturer (OEM) standards. Parts shall be included in the Contractor's warranty period, or manufacturer's warranty. Parts replaced under the Contractor's or manufacturer's warranty will be replaced at no cost for labor or parts.
- i. The Contractor shall make a reasonable attempt to obtain parts at the lowest possible price.
- j. All repairs shall be in accordance with current pump and/or motor nameplate data and conditions, drawings, standards and/or OEM specification(s).
- k. General machine work and/or repair shall consist of, but is not limited to, balancing, welding, straightening, grinding, custom part manufacturing, shaft rebuilding and fabrication, sand blasting, and coating of pump/motor.
- l. After repairs, the pump and/or motor unit shall be repainted to manufacturer's recommendation and specifications, in a color approved by the Contract Administrator.
- m. Authorization for work will be sent by Work Coordinator(s) or Utilities Systems Manager to Contractor via email or phone.
- n. Overtime hours must be authorized in writing by a City representative.
- o. The Contractor shall provide a one-year warranty for workmanship and parts/materials.

B. Preventative Maintenance and Inspection

- a. Using a prioritized list provided by the City, the Contractor shall provide on-site preventative maintenance and evaluation services of pumps, valves, piping, electrical service, and control equipment using the manufacturer's PM Service Checklist.
- b. The City shall remove the pump from and return the pump to service if the results of the evaluation allow it.
- c. Should the evaluation reveal a deficiency that will require further repair, the Contractor and the City shall follow the procedures described in Section A. – Repairs.
- d. The results of the evaluation shall be returned to the City within 3 business days.
- e. Wear items, seals, O-rings, fluids, and any other parts that must be replaced due to the inspection process are the responsibility of the Contractor.

C. Sales / Purchase

- a. After a cost analysis of the repair estimate/quote and the replacement cost, the City may elect to purchase a new pump/motor unit.
- b. The Contractor shall affix a name plate on all new pump/motor unit(s). Name plate data shall include: model and serial number, manufacturer, GPM/Head, HP, impeller diameter, RPM, discharge size, and voltage.

D. Other Requirements

- a. The Contractor's facilities may be subject to inspection at any time by a City representative. When deemed appropriate, the City reserves the right to use third party inspection services, at the City's expense.
- b. The City reserves the right to inspect pump and/or motor at any time during the repair.
- c. The Contractor must be able to provide technical support and on-site training as may be required by the City.
- d. The City reserves the right to audit Contractor's project costs at any time during the contract term.
- e. The City's equipment in Contractor's possession must be properly stored and secured at all times.
- f. Where applicable, loading / unloading of equipment must be done by Contractor's personnel.

1.3 Work Site Locations and Conditions

| Lift Station # | Lift Station Name | Address | # of Pumps | HP |
|-----------------------|--------------------------|-----------------------|-------------------|-----------|
| 1 | Wood River | 4601 Spring Creek Dr. | 3 | 88 |
| 2 | River Canyon | 13842 River Ridge Dr. | 2 | 20 |
| 3 | Cynthia | 5210 Cynthia St. | 2 | 3 |
| 4 | Ramos | 4810 Ramos | 2 | 3 |
| 5 | Sharpsburg | 4412 Sharpsburg Rd. | 3 | 44 |
| 6 | Highway 77 | 3386 County Road 52 | 2 | 3 |
| 7 | Nueces Acres | 11501 Haven Dr. | 2 | 10 |
| 8 | Solar Estates | 9201 Moonlight St. | 2 | 5 |
| 9 | Clarkwood North | 2001 Clarkwood Road | 2 | 47 |
| 10 | De Dietrich | 150 McKenzie Road | 2 | 10 |
| 11 | Northwest Crossing | 1921 Oregon Trail | 3 | 30 |
| 12 | Clarkwood South | 1025 Clarkwood Road | 2 | 20 |
| 13 | Lakes Northwest | 3614 Perfection Lake | 2 | 20 |
| 14 | Highway Nine | 6724 Leopard Street | 2 | 20 |
| 15 | Airport | International Airport | 2 | 47 |
| 16 | Levi County Jail | 745 N.P.I.D. | 2 | 7.5 |

| 17 | Coastal Meadows | 6868 Old Brownsville Rd. | 2 | 10 |
|-----------------------|--------------------------|------------------------------|-------------------|-------------|
| 18 | Arcadia | 2221 S. Staples St. | 5 | 2-20 ; 3-47 |
| 19 | Port/Pearse | Port/Pearse | 6 | 2-25 ; 4-75 |
| 20 | Trojan | 1901 Trojan Avenue | 2 | 2.5 |
| 21 | Greenwood WWTP | 6541 Greenwood Dr. | 10 | 35 |
| 22 | Sacky | 3200 Sacky Street | 3 | 25 |
| 23 | Kostoryz | 6261 Kostoryz Rd. | 3 | 35 |
| 24 | Rose Acres | 2946 FM 763 | 2 | 7.5 |
| 25 | Charlie's Place | 5505 McBride Ln. | 2 | 2.4 |
| 26 | Nueces Bay | 2100 Nueces Bay Blvd. | 2 | 3 |
| 27 | Rincon North "B" | Rincon Ind. West of H.W. 181 | 2 | 5 |
| 28 | Rincon North "A" | Rincon Ind. West of H.W. 181 | 2 | 5 |
| 29 | North Beach "E" | 702 Enchanted Harbor | 2 | 5 |
| 30 | North Beach "B" | 3002 Timon Blvd. | 3 | 30 |
| 31 | North Beach "C" | 3818 Surfside | 3 | 10 |
| 32 | North Beach "D" | 4320 Timon Blvd. | 2 | 10 |
| 33 | Resaca | 945 Resaca St. | 6 | 215 |
| 34 | Coopers Alley "L" Head | 200 S. Shoreline Blvd. | 2 | 3 & 5 |
| 35 | Magee Beach | 500 S. Shoreline Blvd. | 2 | 2.5 |
| 36 | Cole Park | 1500 Ocean Drive | 2 | 5 |
| 37 | Bay Drive | 7845 Bay Drive | 3 | 10 |
| Lift Station # | Lift Station Name | Address | # of Pumps | HP |
| 38 | Oleander | 2900 Ocean Drive | 1 | 3 |
| 39 | Wooldridge II | 8001 Wooldridge Rd. | 2 | 10 |
| 40 | Everhart/Staples | 780 Everhart Rd. | 3 | 20 |
| 41 | Starry | 7701 Starry Lane | 2 | 47 |
| 42 | Slough | 7924 Slough Road | 2 | 7.5 |
| 43 | Webers Glen | 4051 Aaron | 2 | 20 |
| 44 | The Lakes | 7335 Everhart Road | 3 | 20 |
| 45 | Station 5 | 6528 S. Staples | 3 | 45 |
| 46 | Buckingham | 7101 S. Staples | 2 | 20 |
| 47 | Cimarron | 7401 Cimarron | 2 | 20 |
| 48 | Kings Crossing | 8401 Cimarron | 2 | 10 |
| 49 | Airline | 3302 Airline | 2 | 20 |
| 50 | TAMU-CC | 6300 Ocean Dr. | 2 | 9.4 |
| 51 | Pelican Bay | 1418 Ennis Joslin | 2 | 5 |
| 52 | Greenfields by the Bay | 7310 Canadian Dr. | 3 | 30 |
| 53 | Sugar Tree | 8050 S.P.I.D. | 2 | 20 |
| 54 | Anchor Harbor | 8102 S.P.I.D. | 2 | 10 |
| 55 | Jamaica | 2902 Jamaica | 3 | 30 |
| 56 | Turtle Cove | 9547 Blue Jay St. | 2 | 20 |
| 57 | Wal-Mart | 9441 S.P.I.D. | 2 | 7.5 |
| 58 | Flour Bluff | 2326 Flour Bluff Dr. | 2 | 20 |
| 59 | Rhetta Place | 2442 Vialoux | 2 | 5 |
| 60 | Waldron | 610 Blossum | 3 | 35 |

| | | | | |
|----|------------------------|-------------------------|---|-----|
| 61 | Purdue | 630 Purdue | 2 | 7.5 |
| 62 | Gateway Park | 1143 Laguna Shores | 2 | 2.6 |
| 63 | Laguna Shores | 2902 Laguna Shores Rd. | 4 | 47 |
| 64 | Riviera | 138 Riviera | 2 | 18 |
| 65 | Rex | 4046 Whitely | 2 | 5 |
| 66 | Kennedy Causeway | 13301 S.P.I.D. | 2 | 5 |
| 67 | Seahorse | 14300 Dorsel Street | 2 | 5 |
| 68 | Swordfish | 14500 Swordfish Street | 2 | 5 |
| 69 | Jackfish | 14124 Jackfish Street | 2 | 20 |
| 70 | Verdemar | 14501 Verdemar Street | 2 | 7.5 |
| 71 | Park Road 53 | 11125 Park Road 53 | 2 | 2.2 |
| 72 | Tesoro | 13618 Port Royal Ct. | 2 | 5 |
| 73 | Cumana | 15600 Cumana Street | 2 | 5 |
| 74 | Coquina Bay | 13921 Sea Pines Blvd. | 2 | 5 |
| 75 | Sea Pines | 14192 Sea Pines Blvd. | 2 | 7.5 |
| 76 | Gypsy | 15601 Gypsy Street | 2 | 10 |
| 77 | Padre Island Section 4 | 14201 Whitecap Blvd. | 2 | 10 |
| 78 | Lake Padre South | 14501 Whitecap Blvd. | 2 | 20 |
| 79 | Leeward | 14865 Running Light Dr. | 2 | 20 |
| 80 | Zahn | 125 Zahn Rd. | 2 | 23 |
| 81 | JFK Causeway II | 13317 S.P.I.D. | 2 | 5 |

| WWTP # | Plant Name | Address | # of Pumps | HP (Range) |
|--------|-------------------|----------------------|------------|------------|
| 1 | Allison WWTP | 4104 Allison Dr. | 12 | 5 - 25 |
| 2 | Greenwood WWTP | 6541 Greenwood Dr. | 9 | 5 - 25 |
| 3 | Laguna Madre WWTP | 201 Jester | 6 | 5 - 25 |
| 4 | Oso WWTP | 601 Nile | 21 | 5 - 25 |
| 5 | Whitecap | 13409 Whitecap Blvd. | 2 | 5 - 25 |
| 6 | Broadway | 1402 W. Broadway | 4 | 5 - 25 |

1.4 Special Instructions

The Contractor's invoice for payment must contain the following information:

1. Purchase Order (PO) No. or Service Agreement No.
2. Location and Address
3. Model and serial number of equipment
4. Description of service
5. Bill of materials
6. The Contractor will be required to attach copies of all invoices for parts/materials (for verification of mark-up %)
7. Total hours billed, itemized by position and hourly rate
8. Shipping costs
9. Authorizing City representative

1.5 Contractor Quality Control and Superintendence

- A. The Contractor shall establish and maintain a complete Quality Control Program to assure that the requirements of the Contract are provided as specified. The Contractor will also provide supervision of the work to insure it complies with the contract requirements.
- B. The Contractor shall quality inspect pump and motor repairs prior to return to the City.

ATTACHMENT B-BID/PRICING SCHEDULE

Invitation to quote, FOB Destination, Freight Included, on the following:

| Item # | Description | Unit | 1-Year Qty | Unit Price | Total Price |
|--------------------------|--|------|--------------|------------|---------------------------------|
| Parts / Materials | | | Estimated | Mark-up | Estimated price + markup |
| 1 | Parts/Materials | EA | \$325,000.00 | 0% | \$325,000.00 |
| 2 | Shipping Allowance for Parts/Materials | EA | \$15,000.00 | | \$15,000.00 |
| 3 | Environmental Fee Allowance | EA | \$5,000.00 | | \$ 5,000.00 |
| Labor | | | | | |
| 4 | Shop Mechanic (ST) M-F 8:00 – 5:00 | HR | 1,800 | \$135.00 | \$243,000.00 |
| 5 | Shop Mechanic(OT) Afterhours, Weekends, Holidays | HR | 100 | \$202.50 | \$20,250.00 |
| 6 | Field Tech (ST) M-F 8:00 – 5:00 | HR | 85 | \$165.00 | \$14,025.00 |
| 7 | Field Tech (OT) Afterhours, Weekends, Holidays | HR | 30 | \$247.50 | \$7,425.00 |
| TOTAL | | | | | \$629,700.00 |

| Item # | Description | Unit | 2-Year Qty | Unit Price | Total Price |
|--------------------------|--|------|---------------|------------|---------------------------------|
| Parts / Materials | | | Estimated | Mark-up | Estimated price + markup |
| 1 | Parts/Materials | EA | \$ 325,000.00 | 0% | \$325,000.00 |
| 2 | Shipping Allowance for Parts/Materials | EA | \$ 15,000.00 | | \$15,000.00 |
| 3 | Environmental Fee Allowance | EA | \$ 5,000.00 | | \$ 5,000.00 |
| Labor | | | | | |
| 4 | Shop Mechanic (ST) M-F 8:00 – 5:00 | HR | 1,800 | \$135.00 | \$243,000.00 |
| 5 | Shop Mechanic(OT) | HR | 100 | \$202.50 | \$20,250.00 |

| | | | | | |
|--------------|--|----|----|----------|--------------|
| | Afterhours, Weekends, Holidays | | | | |
| 6 | Field Tech (ST) M-F 8:00 – 5:00 | HR | 85 | \$165.00 | \$14,025.00 |
| 7 | Field Tech (OT) Afterhours, Weekends, Holidays | HR | 30 | \$247.50 | \$7,425.00 |
| TOTAL | | | | | \$629,700.00 |

| Item # | Description | Unit | 3-Year Qty | Unit Price | Total Price |
|--------------------------|--|------|---------------|------------|---------------------------------|
| Parts / Materials | | | Estimated | Mark-up | Estimated price + markup |
| 1 | Parts/Materials | EA | \$ 325,000.00 | 0% | \$325,000.00 |
| 2 | Shipping Allowance for Parts/Materials | EA | \$ 15,000.00 | | \$ 15,000.00 |
| 3 | Environmental Fee Allowance | EA | \$ 5,000.00 | | \$ 5,000.00 |
| Labor | | | | | |
| 4 | Shop Mechanic (ST) M-F 8:00 – 5:00 | HR | 1,800 | \$135.00 | \$243,000.00 |
| 5 | Shop Mechanic(OT) Afterhours, Weekends, Holidays | HR | 100 | \$202.50 | \$20,250.00 |
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| 7 | Field Tech (OT) Afterhours, Weekends, Holidays | HR | 30 | \$247.50 | \$7,25.00 |
| TOTAL | | | | | \$629,700.00 |

COMPANY: Xylem Water Solutions USA, Inc.

NAME OF PERSON AUTHORIZED TO SIGN: Frank Pardo

ADDRESS: 2029 N. Lexington Blvd.

CITY / STATE: Corpus Christi, TX

PHONE: 361-879-0031

EMAIL: frank.pardo@xylem.com

FAX: 361-225-2965

DATE: 4/14/22

SIGNATURE:

TITLE: Sales

Attachment C - Insurance Requirements

I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor Agency to commence work until all similar insurance required of any subcontractor Agency has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administer one (1) copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation is required on all applicable policies. **Endorsements** must be provided with COI. Project name and or number must be listed in Description Box of COI.

| TYPE OF INSURANCE | MINIMUM INSURANCE COVERAGE |
|--|--|
| 30-written day notice of cancellation, required on all certificates or by applicable policy endorsements | Bodily Injury and Property Damage Per occurrence - aggregate |
| Commercial General Liability Including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury | \$1,000,000 Per Occurrence |
| AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased | \$500,000 Combined Single Limit |
| WORKERS' COMPENSATION | Statutory |
| EMPLOYER'S LIABILITY | \$500,000 /\$500,000 /\$500,000 |
| MOTOR TRUCK CARGO (or) TRIP TRANSIT (if applicable) | \$500,000 Combined Single Limit |
| GARAGE KEEPERS PHYSICAL DAMAGE COVERAGE including: 1. Physical Damage on a Direct Primary Basis | \$500,000 Per Occurrence |
| RIGGERS' LIABILITY (if applicable) | \$1,000,000 Per Occurrence |

- C. In the event of accidents of any kind related to this agreement, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

- D. **Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

2022 Insurance Requirements

Ins. Req. Exhibit

Contracts for General Services – Services Performed Onsite – Bailee's – Rigger's Liability

07/06/2022 Risk Management – Legal Dept.



Attachment D- Warranty

WARRANTY

Xylem Water Solutions USA, Inc.

For the period defined, Xylem Water Solutions USA, Inc. offers a commercial warranty to the original End Purchaser against defects in workmanship and material on Flygt Products. Warranty covers Flygt parts and labor as outlined in **ADDENDUM – A**.

COVERAGE:

Xylem Water Solutions USA, Inc. will pay the cost of parts and labor during the warranty period, provided that the Flygt product, with cable attached, is returned prepaid to a Xylem Water Solutions USA, Inc. Authorized Service Facility for Flygt Product repairs. Coverage for Flygt parts and labor will be provided for the period shown in **ADDENDUM - A**. The warranty period will begin from date of shipment or date of a valid Start-up (For permanently installed pumps only). In cases where the Start-up date is used as the beginning of the warranty on a permanently installed Flygt pump, a Start-up Report completed by an approved service technician from a Xylem Water Solutions USA, Inc. Authorized Service Facility for Flygt products must be received by the Xylem Water Solutions USA, Inc. Area Service Manager for Flygt Products within thirty (30) days of the initial onset of the unit placed into service. If not received, the beginning of the warranty coverage will default to the Flygt product ship date. A Start-up for a permanently installed Flygt pump must occur within one (1) year from the date of shipment from a Xylem Water Solutions USA, Inc. authorized facility for Flygt Products or warranty will automatically default to ship date as start of warranty. (See **STORAGE** section) When using the start-up date as the beginning of the warranty, a copy of the Start-up Report will be required to support any Warranty Claims. Warranty on Flygt Dewatering pumps will begin with ship date only. No other date on Flygt Dewatering pumps will be considered.

Xylem Water Solutions USA, Inc.'s sole obligation under this Warranty for Flygt Products shall be to replace, repair or grant credit for Flygt Products upon Xylem Water Solutions USA, Inc.'s exclusive determination that the Flygt Product does not conform to the above warranty. In the event that the Flygt product is replaced, warranty on the replacement product will be equal to the balance remaining on the original product or ninety (90) days, which ever is greater.

MISUSE:

This Warranty shall not apply to any Flygt product or part of Flygt product which (i) has been subjected to misuse, misapplication, accident, alteration, neglect, or physical damage (ii) has been installed, operated, used and/or maintained in a manner which is in an application that is contrary to Xylem Water Solutions USA, Inc.'s printed instructions as it pertains to installation, operation and maintenance of Flygt Products, including but without limitation to (iii) operation of equipment without being connected to monitoring devices supplied with specific products for protection; or (iv) damaged due to a defective power supply, improper electrical protection, faulty installation or repair, ordinary wear and tear, corrosion or chemical attack, an act of God, an act of war or by an act of terrorism; or (v) has been damaged resulting from the use of accessory equipment not sold by Xylem Water Solutions USA, Inc. or not approved by Xylem Water Solutions USA, Inc. in connection with Flygt products.

WEAR PARTS:

This warranty does not cover costs for standard and/or scheduled maintenance performed, nor does it cover Flygt parts that, by virtue of their operation, require replacement through normal wear (aka: Wear Parts), unless a defect in material or workmanship can be determined by Xylem Water Solutions USA, Inc.. Wear Parts are defined as Cutters, Cutting Plates, Impellers, Agitators, Diffusers, Wear Rings (Stationary or Rotating), Volutes (when used in an abrasive environment), oil, grease, cooling fluids and/or any items deemed necessary to perform and meet the requirements of normal maintenance on all Flygt equipment.



WARRANTY

Xylem Water Solutions USA, Inc.

DISCLAIMERS:

(i) Xylem Water Solutions USA, Inc.'s warranties are null and void when Flygt Products are exported outside of the United States of America without the knowledge and written consent of Xylem Water Solutions USA, Inc.; (ii) Xylem Water Solutions USA, Inc. makes no independent warranty or representation with respect to parts or products manufactured by others and provided by Xylem Water Solutions USA, Inc. (however, Xylem Water Solutions USA, Inc. will extend to the Purchaser any warranty received from Xylem Water Solutions USA, Inc.'s supplier for such parts or products).

LIMITATIONS:

XYLEM WATER SOLUTIONS USA, INC. NEITHER ASSUMES, NOR AUTHORIZES ANY PERSON OR COMPANY TO ASSUME FOR XYLEM WATER SOLUTIONS USA, INC., ANY OTHER OBLIGATION IN CONNECTION WITH THE SALE OF ITS FLYGT EQUIPMENT. ANY ENLARGEMENT OR MODIFICATION OF THIS WARRANTY BY A FLYGT PRODUCT DISTRIBUTOR, OR OTHER SELLING AGENT SHALL BECOME THE EXCLUSIVE RESPONSIBILITY OF SUCH ENTITY.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO FLYGT PRODUCT(S), INCLUDING AND WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. PURCHASER'S EXCLUSIVE REMEDY AND XYLEM WATER SOLUTIONS USA, INC.'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES IS LIMITED TO REPAIRING OR REPLACING FLYGT PRODUCTS AND SHALL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE PURCHASER HEREUNDER. IN NO EVENT IS XYLEM WATER SOLUTIONS USA, INC. LIABLE FOR ANY OTHER FORM OF DAMAGES, WHETHER DIRECT, INDIRECT, LIQUIDATED, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY OR LOSS OF REPUTATION.

XYLEM WATER SOLUTIONS USA, INC. WILL NOT BE HELD RESPONSIBLE FOR TRAVEL EXPENSES, RENTED EQUIPMENT, OUTSIDE CONTRACTOR'S FEES, OR ANY EXPENSES ASSOCIATED WITH A FLYGT PRODUCT REPAIR SHOP NOT AUTHORIZED BY XYLEM WATER SOLUTIONS USA, INC. U.S.A., INC. REIMBURSEMENT COSTS FOR CRANES AND/OR ANY SPECIAL EQUIPMENT USED IN CONJUNCTION FOR THE REMOVAL AND/OR REINSTALLATION OF ANY FLYGT EQUIPMENT IS NOT COVERED UNDER THIS WARRANTY.

ANY UNAUTHORIZED ALTERATIONS TO SUPPLIED FLYGT EQUIPMENT USED WITHOUT XYLEM WATER SOLUTIONS USA, INC. SUPPLIED FLYGT BRAND CABLE OR CONTROLS WILL NOT BE COVERED UNDER THIS WARRANTY, UNLESS IT CAN BE PROVEN SUCH ANCILLARY EQUIPMENT IS SUITABLE FOR THE PURPOSE AND EQUAL TO XYLEM WATER SOLUTIONS USA, INC. SUPPLIED FLYGT BRAND CABLES OR CONTROLS THAT WOULD ORIGINALLY HAVE BEEN SUPPLIED WITH THE TYPE OF EQUIPMENT IN USE.

REQUIREMENTS:

A copy of Electrical System Schematics of the Control used (including a Control's Bill of Material) could be required to support a Warranty Claim when a non Flygt Brand Control is used. In addition, a written record, hereby known as "the log", will be associated with each unit serial number and must be maintained by the organization having product maintenance responsibility. The log must record each preventative maintenance activity and any repair activity during the life of the warranty or verification that a Xylem Water Solutions USA, Inc. authorized Service Contract for Flygt Products is in force and must be available for review and/or auditing. Failure to meet these conditions could render this warrant null and void. Such logs could be required to determine warranty coverage.



WARRANTY

Xylem Water Solutions USA, Inc.

STORAGE:

Should a delay occur between ship date and the date of start-up, maintenance as outlined in Xylem Water Solutions USA, Inc.'s Care & Maintenance Manual for Flygt Products must be performed by the "CONTRACTOR" and/or "OWNER" during any such period of storage. Documentation providing proof and outlining what maintenance was performed must be provided to Xylem Water Solutions USA, Inc. or its Flygt Products representative within thirty (30) days of said maintenance, or the Xylem Water Solutions USA, Inc. warranty for Flygt Products could be considered void.

CONTROLS:

Warranty coverage for permanently installed controls will start for the end purchaser on the date of shipment. This warranty does not apply to controls that have been damaged due to a defective and/or improper input power supply, improper electrical protection, accidental damage, improper or unauthorized installation and/or repair, unauthorized alteration, negligence, environmental corrosion or chemical attack, improper maintenance or storage of control, any act of God, an act of war, an act of terrorism or damage resulting from the use of accessory equipment not approved by Xylem Water Solutions USA, Inc.. Further, this warranty does not apply in the event an adjustment is found to correct the alleged defect.

Solid state devices will be covered for a period of one (1) year except in the Flygt Standard Control Panel (FSCP) where the solid state devices will be covered for the full warranty period of the control panel. Electrical control panels containing controllers, PLC's, drives, soft starts, and other computerized equipment will require Transient Voltage Surge Suppression (TVSS) protection in order to satisfy the requirements of this warranty. The protection equipment associated with the control must be kept in working condition during the life of the warranty. Auxiliary equipment supplied with the control (air-conditioners etc.) is limited by the respective original equipment manufacturer's warranty offered. Consumable items such as: light bulbs, fuses, and relays are covered under normal operating conditions. Electrical surges experienced during startups and/or during normal operating use of the control panel will cause the consumable items not to be covered under this warranty policy. Components not supplied by Xylem Water Solutions USA, Inc. will not covered by this warranty.

TOP (The Optimum Pump Station)

Xylem Water Solutions USA, Inc. will warrant the Flygt TOP pre-engineered fiberglass pump station components against defects in material and workmanship for a period of one (1) year from date of start-up or eighteen (18) months from date of shipment and is valid only to the original owner of the station. Warranty shall cover the cost of labor and materials required to correct any warrantable defect, excluding any removal and reinstallation costs, FOB Xylem Water Solutions USA, Inc.'s authorized warranty service location for Flygt's TOP.

Flygt Products contained within a TOP pre-engineered fiberglass pump station will carry the standard Xylem Water Solutions USA, Inc. warranty for Flygt products and/or accessories installed in the TOP pre-engineered fiberglass pump station.

All Flygt Product restrictions and/or limitations as outlined and described within the context of this warranty are germane to all sections of this Xylem Water Solutions USA, Inc. Warranty document.

Xylem Water Solutions USA, Inc.
National Quality Assurance - US Corporate



WARRANTY

Xylem Water Solutions USA, Inc.

ADDENDUM – WARRANTY COVERAGE BY PRODUCT

| PRODUCT | PRODUCT SERIES AND CONFIGURATION | Months | Months | Months | Months | Months |
|---|--|-----------------------|------------------|---------|---------|---------|
| | | 1 - 12 | 13 - 24 | 25 - 36 | 37 - 39 | 40 - 60 |
| Axial Flow/ Mixed Flow/ Centrifugal Pumps & Mixers | 3000 Series (CP, NP, DP, CT, NT, CZ, NZ, LL) 4000 Series (SR, PP) 7000 Series (PL) | 100% | | 50% | | 25% |
| Flygt Standard Control Panels (FSCP) | Standard Control Panels (FSCP – permanently installed) | 100% (From Ship Date) | | | | |
| ETO Electrical Control Panels | Engineered to Order, Xylem Manufactured Control Panels (permanently installed) - 3 Years | 100% - 1 YR | LIMITED - 2 - YR | | | |
| Abrasion/Corrosion Resistant & Chopper/ Grinder Pumps | 3000 Series (MP, MF, MH, FP, FS, FT, HP, HS) 5000 Series (HP, HS) 8000.280 Series (DP, DZ, DT, DS, DF) | 100% | | | | |
| Dewatering Pumps | 2000 Series (BS, KS) 3000 Series (CS, NS, DS) 8000.280 Series (DS, DF) | 100% (From Ship Date) | | | | |
| TOPS | Fiberglass Pump Station | 100% (From Ship Date) | | | | |
| Accessories | Permanent / Portable | 100% (From Ship Date) | | | | |
| Hydro ejectors/ Aerators | HE, JA | 100% | | | | |
| Portable Pump Controls TOPS Control Panels | Control Boxes (Nolta, MSHA etc.) TOPS control panels (permanently installed) | 100% (From Ship Date) | | | | |
| Small Pumps | 3045, 3057, SX | 100% (From Ship Date) | | | | |
| Parts - * | All new Flygt parts (mechanical & electrical) | 100% (From Ship Date) | | | | |

* - Parts that fail when used in a repair are warranted for one (1) year from the date of the repair for the failed part only – no labor; This includes Flygt pump controllers, Flygt supervision equipment, Flygt submersible level transducers, etc.



ATTACHMENT E

WASTEWATER CONSENT DECREE

Special Conditions

Special Project procedures are required from the CONTRACTOR as specified herein. The CONTRACTOR shall implement and maintain these procedures at the appropriate time, prior to and during performance of the work.

The following special conditions and requirements shall apply to the Project:

I. Consent Decree Notice Provision – The City of Corpus Christi (“City”), the United States of America and the State of Texas have entered into a Consent Decree in Civil Action No. 2:20-cv-00235, United States of America and State of Texas v. City of Corpus Christi in the United States District Court for the Southern District of Texas, Corpus Christi Division (the “Consent Decree”). A copy of the Consent Decree is available at

<https://www-cdn.cctexas.com/sites/default/files/CC-Consent-Decree.pdf>

By signature of the Contract, CONTRACTOR acknowledges receipt of the Consent Decree.

II. Performance of work. CONTRACTOR agrees that any work under this Contract is conditioned upon CONTRACTOR’s performance of the Work in conformity with the terms of the Consent Decree. All Work shall be performed in accordance with the Design Criteria for Wastewater Systems under Title 30 Chapter 217 of the Texas Administrative Code, 30 Tex. Admin. Code Ch. 217, and using sound engineering practices to ensure that construction, management, operation and maintenance of the Sewer Collection System complies with the Clean Water Act. Work performed pursuant to this contract is work that the City is required to perform pursuant to the terms of the Consent Decree. In the event of any conflict between the terms and provisions of this Consent Decree and any other terms and provisions of this Contract or the Contract Documents, the terms and provisions of this Consent Decree shall prevail.

III. Retention of documents – CONTRACTOR shall retain and preserve all non-identical copies of all documents, reports, research, analytical or other data, records or other information of any kind or character (including documents, records, or other information in electronic form) in its or its sub-contractors’ or agents’ possession or control, or that come into its or its sub-contractors’ or agents’ possession or control, and that relate in any manner to this contract, or the performance of any work described in this contract (the “Information”). This retention requirement shall apply regardless of any contrary

city, corporate or institutional policy or procedure. CONTRACTOR, CONTRACTOR's sub-contractors and agents shall retain and shall not destroy any of the Information until five years after the termination of the Consent Decree and with prior written authorization from the City Attorney. CONTRACTOR shall provide the City with copies of any documents, reports, analytical data, or other information required to be maintained at any time upon request from the City.

IV. Liability for stipulated penalties – Article IX of the Consent Decree provides that the United States of America, the United States Environmental Protection Agency and the State of Texas may assess stipulated penalties including interest against the City upon the occurrence of certain events. To the extent that CONTRACTOR or CONTRACTOR's agents or sub-contractors cause or contribute to, in whole or in part, the assessment of any stipulated penalty against the City, CONTRACTOR agrees that it shall pay to City the full amount of any stipulated penalty assessed against and paid by City that is caused or contributed to in whole or in part by any action, failure to act, or failure to act within the time required by any provision of this contract. CONTRACTOR shall also pay to City all costs, attorney fees, expert witness fees and all other fees and expenses incurred by City in connection with the assessment or payment of any such stipulated penalties, or in contesting the assessment or payment of any such stipulated penalties. In addition to any and all other remedies to which City may be entitled at law or in equity, CONTRACTOR expressly authorizes City to withhold all amounts assessed and paid as stipulated penalties, and all associated costs, fees, or expenses from any amount unpaid to CONTRACTOR under the terms of this contract, or from any retainage provided in the contract.