



## SERVICE AGREEMENT NO. 7173

### Replace Actuators, PM and Repairs - Rotork

THIS **Replacement of Actuators, Preventative Maintenance (PM) and Repairs Service Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Rotork Controls, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Replacement of Actuators, PM and Repairs in response to Request for Bid/Proposal No. SS-7173 ("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 shall provide Replacement of Actuators, PM and 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 three years beginning on the date executed by the City. The parties may mutually agree to renew the term of this Agreement for up to zero additional zero-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 at the appropriate pro rata amount, based on the amount stated in section 3 of this Agreement, for the month-to-month term. The Contractor may opt out of this month-to-month 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 up to \$509,352.00, subject to approved amendments and changes. Payment will be made for

Services performed and accepted by the City within 30 days of the completion date, 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:

Diana Zertuche Garza, Contracts/Funds Administrator  
Corpus Christi Water  
Phone: 361-826-1827  
Dianag@corpuschristitx.gov

**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 stated on 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 their 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 employee 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, 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 to this Agreement and incorporated by reference into this Agreement as if fully set out here in its entirety. Products and Services, if any, 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.

(C) Contractor warrants that all Services shall 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 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 Service and/or 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 30<sup>th</sup> 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 a budget item for this Agreement will be adopted, as that determination and decision is within the City Council's sole discretion when adopting each fiscal budget.

- 11. Independent Contractor.** Contractor shall perform the Services and 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 may not enter into subcontracts or utilize the services of subcontractors.
- 13. Amendments.** This Agreement may be amended or modified only in writing and 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: Diana Zertuche Garza, Contracts/Funds Administrator  
Corpus Christi Water  
2726 Holly Rd., Corpus Christi, TX 78415  
Phone: 361-826-1827  
Fax: N/A

**IF TO CONTRACTOR:**

Rotork Controls Inc.  
Attn: Clint Campbell, Project Manager  
675 Mile Crossing Blvd, Rochester, NY 14624  
Phone: 585-247-2304  
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 the 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 and in progress 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 available, for any goods purchased by the City pursuant to this Agreement. Contractor shall provide such documentation upon delivery of such goods and prior to receipt of the final payment by the City.

**20. Limitation of Liability.** Each party’s maximum liability under this Agreement, including any indemnity, is limited to the total amount of compensation shown in

Section 3 of this Agreement. In no event shall either party 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 applicable 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 the forum 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. 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.
- 28. 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.

(Signature Page Follows)

**CONTRACTOR**

Signature: Robert D Lantz  
Robert D Lantz (May 26, 2026 20:05:58 EDT)

Printed Name: Robert D Lantz

Title: Head of Water & Power - Americas

Date: 05/26/2026

**CITY OF CORPUS CHRISTI**

\_\_\_\_\_  
Sergio Villasana Date  
Director, Finance & Procurement

Reviewed by:  
Clayton Smith 05/26/2026  
Clayton Smith (May 26, 2026 11:39:32 CDT)  
\_\_\_\_\_  
Contracts Manager Date

Approved as to form:  
  
\_\_\_\_\_  
Assistant City Attorney Date

**Attached and Incorporated by Reference:**

- Attachment A: Scope of Work
- Attachment B: Quote/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. SS-7173
- Exhibit 2: Contractor's Bid/Proposal Response

## **ATTACHMENT A - SCOPE OF WORK**

### **A. General Requirements/Background Information**

1. The Contractor shall provide annual preventative maintenance for 104 IQ and IQT actuators at the following locations:

<b>Plant Name</b>	<b>Address</b>	<b>Number of Actuators</b>
Broadway WWTP	801 Resaca	67
Oso WWTP	601 Nile	3
Greenwood WWTP	6541 Greenwood Dr.	7
Allison WWTP	4104 Allison Rd	19
Whitecap WWTP	14802 Whitecap Blvd	8

2. Annual Preventative Maintenance will be performed during normal working hours, Monday to Friday, from 7:00 AM to 4:00 PM. The Contractor will check in and check out with the on-site personnel before and after all authorized work is performed. Any work after hours must be authorized by the on-site Wastewater Treatment Plant (WWTP) Superintendent or authorized City staff and approved by the Superintendent.
3. The annual preventative maintenance will be scheduled by Rotork, and the date and time will be agreed upon by the Superintendent and will include parts and labor.

### **B. Preventative Maintenance**

1. The Contractor shall perform preventative maintenance that maintains maximum reliability. The goal of preventative maintenance is to keep actuators up and running and resolve problems before they become fatal.
2. The Contractor shall perform the following tasks for LTM – Planned Maintenance, including but not limited to:
  - a. Verify and resolve issues experienced by the site personnel.
  - b. External visual inspection of all external surfaces.
  - c. Oil level is checked and replenished.
  - d. Inspect and replace sight glasses, if needed.

- e. Mounting bolts, nuts, washers, and screws are checked for damage and tightness.
  - f. Confirmation hand wheel is operational and ensures the physical movement of the valve.
  - g. Inspect and replace hand control knobs as needed, switches, on/off, and directional.
  - h. Confirmation local control works in both directions while checking for any signs of deterioration.
  - i. The terminal cover is to be removed, and the connections are checked. Compartment checked for any moisture ingress and corrected. The "O" ring seal is replaced, and if explosion-proof, the integrity of the flame path is inspected.
  - j. Motor cover is removed and checked for seal failures. Cover "O" ring replaced after inspection.
  - k. The electrical cover is removed, and the internal components are inspected. Cover "O" ring replaced after inspection as needed.
  - l. Status management and replacement of batteries as required.
  - m. On completion, both local and remote operations are checked.
  - n. The Contractor shall verify full stroke operation in both directions upon approval from the site coordinator.
  - o. Where available (through data loggers), historical performance data is investigated and compared with stored torque profiles. Data must be reviewed to determine the equipment's life expectancy.
  - p. The Contractor shall analyze the data to predict potential failures and plan future maintenance requirements or corrective actions.
  - q. The Contractor shall hold the critical parts so that they may be dispatched as quickly as possible.
  - r. The Contractor will operate (based on lake level) fully open, test fully open limit, and closed limit.
3. The Contractor shall perform the following tasks for LTM – Health Check (provide clients with an assessment of their asset condition relative to its design specification and operational use), including but not limited to:
    - a. Site Survey
    - b. Asset Register
      - Asset database cataloging specifications of the actuators, valves, and application-specific information

- c. Asset Condition Assessment
  - External visual inspection
  - Check for leaks
  - Water ingress
  - Paint condition
  - Status of battery
  - Product lifecycle status and obsolescence
  
- C. Repair service call
  - 1. The Contractor shall be available to provide repair services on as needed basis.
  
  - 2. After inspection of work, the Contractor shall provide a repair estimate for each repair. When the City receives the repair estimate, a purchase order will be created. The City must approve of any additional repairs.
  
  - 3. Repairs must be done within 10 business days.
  
  - 4. Upon completion of the repair service call, the Contractor's representative shall provide a job ticket. The job ticket shall include, but not be limited to: Company Name, Name of technician, Date of Services, Detailed description of the work performed, root causes of failure, parts used, work order number, and total time spent.
  
- D. Invoicing
  - 1. The Contractor's invoice for payment shall contain the following information:
    - a. Service Agreement Number
    - b. Purchase Order (PO) Number
    - c. Service Address
    - d. Description of Service
    - e. The Contractor shall charge Preventative Maintenance as per the pricing schedule.
    - f. Charges outside of the Planned Maintenance Agreement must have the following:
      - A quote will be submitted and will include an itemized list of charges for repairs, i.e., labor, Parts/Materials – labor will be paid for actual hours worked at the rate outlined in the contract.

E. Contractor Quality Control and Superintendence

The Contractor shall establish and maintain a complete Quality Control program to ensure that the requirements of the Contract are provided as specified. The Contractor will also provide supervision of the work to ensure it complies with the contract requirements.

Rotork Quotation - CUS155667-00-9

Your reference: LTM - Health Check - (67) - City of Corpus Christi - Broadway Treatment Plant 111125
Our reference: CUS155667-00-9
Date: 5/1/2026
Quotation expiry: 6/30/2026



Corpus Christi Water
Corpus Christi,

Rotork Controls Inc
675 Mile Crossing Blvd
Rochester, NY 14624
US

Please quote our reference on all correspondence and purchase orders.

Phone: +1 585 247 2304
Web: www.rotork.com

We are pleased to submit our quotation for the item(s) listed below.

This quotation is open for acceptance until midnight on the expiry date stated above and is conditional on the terms of the relevant Rotork Conditions of Sale applying, copies of which are available on Rotork's website (www.rotork.com/en/about-us/index/customers) or on request.

Typical payment terms are Net Monthly Account, payable within 30 days from end of month of invoicing (subject to status prior to, and at time of delivery). Any other terms must be agreed in writing.

Site: City of Corpus Christi - Broadway Treatment Plant
801 Resaca St | Corpus Christi, TX 78401
Site Contact: TBA

ENGINEER: Chuck Yargo
SERIAL NO.: FM14610401 B450040105 B450040106 B450040101 B450040102 B450040103 HD56610801 HD56613201 H345500301 HD87100101 HD56611001 HP01850101 H145260103 X001810102 X001810101 H145260104 H145260101 AC111475 AC111476 AC111475 B447120102 B447120103 B447120101 H128610102 H128610103 H128610104 HD58720201 HD56610302 HD56610401 HD56610301 HD56610203 HD56610206 HD56610202 HD56610303 HD56610201 HD56610205 HD56610204 H128610101 HD56610504 HD56610503 HD56610502 HD56610501 HD58720101 HD56610704 HD56610701 HD56610703 HD56610702 HD56610101 HD56610104 HD56610103 H345500201 HD56610605 HD56610604 HD56610603 HD56610601 HD56610607 HD56610608 HD56610606 HD56610602 HD13509201 HD13509202 HD13509204 HD13509203 H302950101 H131590101 H302950102 H131590102

REVISION (12/3/2025): 3 Year contract- increased allowances.
REPORTED ISSUE/ACTION REQUIRED: 2026 LTM - Planned Maintenance

- 1. Verify and resolve issues experienced by the site personnel.
2. External visual inspection of all external surfaces.
3. Oil level is checked and replenished.
4. Inspect and replace sight glasses, if needed.
5. Mounting bolts, nuts, washers and screws are checked for damage and tightness.
6. Confirmation hand wheel is operational and ensure physical movement of valve.
7. Inspect and replace hand control knobs as needed, switches, on/off and directional.
8. Confirmation local control works in both direction while checking for any signs of deterioration.
9. Terminal cover is to be removed and the connection are checked. Compartment checked for any moisture ingress and corrected. The "O" ring seal is replaced and if explosion proof, integrity of flame path is inspected.
10. Motor cover is removed and checked for seal failures. Cover "O" ring replaced after inspection.

DocuSign Envelope ID: A2529345-53EB-4F83-82C0-BDFA7B615F9B DocuSign Envelope ID: 0C516B52-A653-4EAC-BE4B-3CE9572DC1F2

## Rotork Quotation - CUS155667-00-9

11. Electrical cover is removed, and internal components inspected. Cover "O" ring replaced after inspection as needed.
12. Status management and replacement of batteries as required.
13. On completion, both local and remote operations are checked.
14. The Contractor shall verify full stroke operation in both direction upon approval from site coordinator.
15. Where available (through data loggers) historic performance data is investigated and compared stored torque profiles. Data will be reviewed to help determine life expectancy of the equipment.
16. The Contractor shall analyze the data to predict potential failures and plan future maintenance requirements or corrective actions.
17. The Contractor shall hold the critical parts so that they may be dispatched as quickly as possible.
18. The Contractor will operate fully open – test fully open limit and closed limit.

### NOTES:

All field service jobs will be quoted and invoiced at 4 hours minimum and include 15 hours maximum per day

Jobs requiring greater than 12 hours combined labor will require overnight stay

Travel labor is calculated portal to portal and billed at standard rates.

Additional labor and expenses may apply for non-standard service areas. E.g. Alaska, out of country, offshore, et

Field Service Job Assumptions:

Free and clear access to be granted

Scaffolding, manlifts, confined space entry, etc. (if required) to be provided by others

Lifting equipment (if required) to be provided by others

Actuators wired for power and control to be completed by others

Delays experienced beyond Rotork's control will be billed at standard rates plus expenses as noted above

\*If ordering the parts only, order subject to re-quote and pricing and lead time may change.\*

Labor Outside of PM contract or normal business hours

If job is performed in conjunction with other scheduled jobs to/ from site, travel costs will be adjusted accordingly.

If days at site exceed amount quoted additional travel costs will apply.

### INDIVIDUAL INTELLIGENT ASSET MANAGEMENT (iAM) REPORT

iAM reports included for each unit to be reviewed with each site by ASM at time of completion.

Unit price is per asset, for a printable PDF report.

After actuator datalogs have been downloaded and submitted to Rotork, a printable PDF iAM report is returned, including;

- A summary table, listing;
  - the overall health score
  - if actions are required for each asset or not: required now / future consideration / no action required
- A detailed analytics page for each asset;
  - showing results of multiple analytics models analysing performance
  - highlighting potential issues and the actions required to reduce the risk of unplanned downtime
- Additional Terms & Conditions apply to this product, T&Cs are available on Request

### QUOTATION VALIDITY PERIOD

This quotation is valid for acceptance for 60 days.

### CURRENCY

All prices are quoted in US Dollars.

### PRICES

The prices detailed in our quotation are NET.

# Rotork Quotation - CUS155667-00-9

## PAYMENT TERMS

Payable within 30 days of invoice date. Subject to credit status at time of order and shipment.

## WARRANTY

The actuators offered remain under standard warranty for a period of 12 months from commissioning or 18 months from ex-works dispatch, whichever is soonest, However, if during this period a Rotork Service Engineer performs commissioning, extended warranty will be included for a further 12 months from the commissioning date.

## TERMS AND CONDITIONS

This quotation is conditional on the terms of the relevant Rotork Conditions of Sale applying, copies of which are available on Rotork's website (<https://www.rotork.com/en/terms-and-conditions>) or on request. By placing an order on us, you confirm you have read, understand and agree to these Conditions of Sale applying to the supply of goods and/or services by us.

Please ensure PO matches the quote or it impacts order acceptance/processing time.

Description	Qty	Unit price	Amount
LTM - Planned Maintenance (67) Units 2026 - Year 1	67.00	350.00	23,450.00
LTM - Planned Maintenance (67) Units 2026 - Year 2	67.00	367.00	24,589.00
LTM - Planned Maintenance (67) Units 2027 - Year 3	67.00	385.00	25,795.00
RSS Labor - Additional Repairs Outside of Maintenance Contract M-F 7:00 - 16:00	80.00	184.00	14,720.00
Parts / Material - to be used as requested / required	1.00	15,000.00	15,000.00
Fabrication / Retrofit - to be used as requested / required	1.00	15,000.00	15,000.00
New unit allocation - to be used as requested / required	1.00	60,000.00	60,000.00
Labor Outside of Regular Hours	1.00	5,000.00	5,000.00
			<b>Total</b>
			<b>USD 183,554.00</b>

Best Regards,

Clint Campbell  
Customer Project Lead - Rotork Service

US Service +01-833-970-8675  
US Service [US.service@rotork.com](mailto:US.service@rotork.com)

## Rotork Quotation - CUS159217-00-2

**Your reference:** RS (19) Standard Maintenance + Allocations 3 year agreement 021626  
**Our reference:** CUS159217-00-2  
**Date:** 4/8/2026  
**Quotation expiry:** 6/7/2026

**City Of Corpus Christi**

**Please quote our reference on all correspondence and purchase orders.**

We are pleased to submit our quotation for the item(s) listed below.

This quotation is open for acceptance until midnight on the expiry date stated above and is conditional on the terms of the relevant Rotork Conditions of Sale applying, copies of which are available on Rotork's website ([www.rotork.com/en/about-us/index/customers](http://www.rotork.com/en/about-us/index/customers)) or on request.

Typical payment terms are Net Monthly Account, payable within 30 days from end of month of invoicing (subject to status prior to, and at time of delivery). Any other terms must be agreed in writing.

Site: Allison WWTP  
4104 Allison Rd | Corpus Christi, TX 78410  
Site Contact: TBA

ENGINEER: TBA

SERIAL NO.: TBA

ACTUATOR DESCRIPTION: Multiple units

REVISION (4/8): Added line for fabrication / retrofit  
2026 LTM Planned Maintenance

1. Verify and resolve issues experienced by the site personnel.
  2. External visual inspection of all external surfaces.
  3. Oil level is checked and replenished.
  4. Inspect and replace sight glasses, if needed.
  5. Mounting bolts, nuts, washers and screws are checked for damage and tightness.
  6. Confirmation hand wheel is operational and ensure physical movement of valve.
  7. Inspect and replace hand control knobs as needed, switches, on/off and directional.
- DocuSign Envelope ID: A2529345-53EB-4F83-82C0-BDFA7B615F9B DocuSign Envelope ID: 0C516B52-A653-4EAC-BE4B-3CE9572DC1F2
8. Confirmation local control works in both direction while checking for any signs of deterioration.
  9. Terminal cover is to be removed and the connection are checked. Compartment checked for any moisture ingress and corrected. The "O" ring seal is replaced and if explosion proof, integrity of flame path is inspected.
  10. Motor cover is removed and checked for seal failures. Cover "O" ring replaced after inspection.
  11. Electrical cover is removed, and internal components inspected. Cover "O" ring replaced after inspection as needed.
  12. Status management and replacement of batteries as required.
  13. On completion, both local and remote operations are checked.
  14. The Contractor shall verify full stroke operation in both direction upon approval from site coordinator.
  15. Where available (through data loggers) historic performance data



**rotork®**

Rotork Controls Inc  
675 Mile Crossing Blvd  
Rochester, NY 14624  
US

**Phone:** +1 585 247 2304

**Web:** [www.rotork.com](http://www.rotork.com)

is investigated and compared stored torque profiles. Data will be reviewed to help determine life expectancy of the equipment.

16. The Contractor shall analyze the data to predict potential failures and plan future maintenance requirements or corrective actions.

17. The Contractor shall hold the critical parts so that they may be dispatched as quickly as possible.

18. The Contractor will operate fully open – test fully open limit and closed limit.

#### TRAVEL NOTES:

If job is performed in conjunction with other scheduled jobs to/ from site, travel costs will be adjusted accordingly.

If days at site exceed amount quoted additional travel costs will apply.

#### INDIVIDUAL INTELLIGENT ASSET MANAGEMENT (iAM) REPORT

Unit price is per asset, for a printable PDF report.

After actuator datalogs have been downloaded and submitted to Rotork, a printable PDF iAM report is returned, including;

- A summary table, listing;
  - the overall health score
  - if actions are required for each asset or not: required now / future consideration / no action required
- A detailed analytics page for each asset;
  - showing results of multiple analytics models analysing performance
  - highlighting potential issues and the actions required to reduce the risk of unplanned downtime
- Additional Terms & Conditions apply to this product, T&Cs are available on Request

#### QUOTATION VALIDITY PERIOD

This quotation is valid for acceptance for 60 days.

#### CURRENCY

All prices are quoted in US Dollars.

#### PRICES

The prices detailed in our quotation are NET.

#### PAYMENT TERMS

Payable within 30 days of invoice date. Subject to credit status at time of order and shipment.

#### TERMS AND CONDITIONS

This quotation is conditional on the terms of the relevant Rotork Conditions of Sale applying, copies of which are available on Rotork's website (<https://www.rotork.com/en/terms-and-conditions>) or on request. By placing an order on us, you confirm you have read, understand and agree to these Conditions of Sale applying to the supply of goods and/or services by us.

Please ensure PO matches the quote or it impacts order acceptance/processing time.

# Rotork Quotation - CUS159217-00-2

Description	Qty	Unit price	Amount
LTM - Planned Maintenance (19) Units 2026 - Year 1	19.00	350.00	6,650.00
LTM - Planned Maintenance (19) Units 2027 - Year 2	19.00	367.00	6,973.00
LTM - Planned Maintenance (19) Units 2028 - Year 3	19.00	385.00	7,315.00
RSS Labor - Additional Repairs outside of Maintenance Contract M-F 7:00 - 16:00	40.00	184.00	7,360.00
Parts / Material - to be used as requested / required	1.00	15,000.00	15,000.00
Fabrication / Retrofit - to be used as requested / required	1.00	10,000.00	10,000.00
New unit allocation - to be used as requested / required	1.00	35,000.00	35,000.00
Labor Outside of Regular Hours	1.00	5,000.00	5,000.00

		Total
	<b>USD</b>	<b>93,298.00</b>

Best Regards,

Clint Campbell  
Project Manager - Rotork Service

US Service +01-833-970-8675  
US Service US.service@rotork.com

**Your reference:** LTM - Health Check - (8) - City of Corpus Christi - Whitecap 111125  
**Our reference:** CUS155656-00-5  
**Date:** 2/2/2026  
**Quotation expiry:** 4/3/2026



**Corpus Christi Water**

Rotork Controls Inc  
675 Mile Crossing Blvd  
Rochester, NY 14624  
US

**Please quote our reference on all correspondence and purchase orders.**

**Phone:** +1 585 247 2304

**Web:** [www.rotork.com](http://www.rotork.com)

We are pleased to submit our quotation for the item(s) listed below.

This quotation is open for acceptance until midnight on the expiry date stated above and is conditional on the terms of the relevant Rotork Conditions of Sale applying, copies of which are available on Rotork’s website ([www.rotork.com/en/about-us/index/customers](http://www.rotork.com/en/about-us/index/customers)) or on request.

Typical payment terms are Net Monthly Account, payable within 30 days from end of month of invoicing (subject to status prior to, and at time of delivery). Any other terms must be agreed in writing.

Site: City of Corpus Christi - Whitecap  
14802 Whitecap Blvd | Corpus Christi, TX 78418  
Site Contact: TBA

ENGINEER: Chuck Yargo  
SERIAL NO.: C521170101-002 C521170101-006 C521170101-005 C521170101-008 C521170101-003 C521170101-001 C521170101-007 C521170101-004

ACTUATOR DESCRIPTION: IB8 4:1  
REVISION (12/3/2025): 3 Year contract - increased allowances.  
REPORTED ISSUE/ACTION REQUIRED: 2026 LTM - Health Check

1. Health Check provides clients an assessment of their assets condition relative to its design specification and operational use.

- Site survey
- Asset register
  - o Asset database cataloguing specification of the actuator, valve and application specific information
- Asset condition assessment
  - o External visual inspection
  - o Check for leaks
  - o Water ingress
  - o Paint condition
  - o Status of battery
  - o Product lifecycle status and obsolescence

**NOTES:**

All field service jobs will be quoted and invoiced at 4 hours minimum and include 15 hours maximum per day  
Jobs requiring greater than 12 hours combined labor will requires overnight stay  
Travel labor is calculated portal to portal and billed at standard rates.  
Additional labor and expenses may apply for non-standard service areas. E.g. Alaska, out of country, offshore, et  
Field Service Job Assumptions:  
Free and clear access to be granted  
Scaffolding, manlifts, confined space entry, etc. (if required) to be provided by others  
Lifting equipment (if required) to be provided by others  
Actuators wired for power and control to be completed by others  
Delays experienced beyond Rotork's control will be billed at standard rates plus expenses as noted above  
\*If ordering the parts only, order subject to re-quote and pricing and lead time may change.\*

# Rotork Quotation - CUS155656-00-5

Labor Outside of PM contract or normal business hours

If job is performed in conjunction with other scheduled jobs to/ from site, travel costs will be adjusted accordingly.

If days at site exceed amount quoted additional travel costs will apply.

## QUOTATION VALIDITY PERIOD

This quotation is valid for acceptance for 60 days.

## CURRENCY

All prices are quoted in US Dollars.

## PRICES

The prices detailed in our quotation are NET.

## PAYMENT TERMS

Payable within 30 days of invoice date. Subject to credit status at time of order and shipment.

## WARRANTY

The actuators offered remain under standard warranty for a period of 12 months from commissioning or 18 months from ex-works dispatch, whichever is soonest, However, if during this period a Rotork Service Engineer performs commissioning, extended warranty will be included for a further 12 months from the commissioning date.

## TERMS AND CONDITIONS

This quotation is conditional on the terms of the relevant Rotork Conditions of Sale applying, copies of which are available on Rotork's website (<https://www.rotork.com/en/terms-and-conditions>) or on request. By placing an order on us, you confirm you have read, understand and agree to these Conditions of Sale applying to the supply of goods and/or services by us.

Please ensure PO matches the quote or it impacts order acceptance/processing time.

Description	Qty	Unit price	Amount
LTM - Health Check (8) Units 2026 - Year 1	8.00	175.00	1,400.00
LTM - Health Check (8) Units 2027 - Year 2	8.00	183.00	1,464.00
LTM - Health Check (8) Units 2028 - Year 3	8.00	192.00	1,536.00
RSS Labor - Additional Repairs Outside of Maintenance Contract M-F 7:00 - 16:00	40.00	184.00	7,360.00
Parts / Material - to be used as requested / required	1.00	15,000.00	15,000.00
Fabrication / Retrofit - to be used as requested / required	1.00	10,000.00	10,000.00
New unit allocation - to be used as requested / required	1.00	35,000.00	35,000.00
Labor Outside of Regular Hours	1.00	5,000.00	5,000.00

		Total
USD		76,760.00

Best Regards,

Clint Campbell

Customer Project Lead - Rotork Service

US Service +01-833-970-8675

US Service [US.service@rotork.com](mailto:US.service@rotork.com)

## Rotork Quotation - CUS155662-00-6

**Your reference:** LTM - Planned Maintenance - (3) IQ City of Corpus Christi - Oso WWTP 111125  
**Our reference:** CUS155662-00-6  
**Date:** 4/8/2026  
**Quotation expiry:** 6/7/2026

**Corpus Christi Water**  
Corpus Christi

**Please quote our reference on all correspondence and purchase orders.**

We are pleased to submit our quotation for the item(s) listed below.

This quotation is open for acceptance until midnight on the expiry date stated above and is conditional on the terms of the relevant Rotork Conditions of Sale applying, copies of which are available on Rotork's website ([www.rotork.com/en/about-us/index/customers](http://www.rotork.com/en/about-us/index/customers)) or on request.

Typical payment terms are Net Monthly Account, payable within 30 days from end of month of invoicing (subject to status prior to, and at time of delivery). Any other terms must be agreed in writing.

Site: City of Corpus Christi - Oso WWTP  
601 Nile Dr | Corpus Christi, TX 78412  
Site Contact: TBA

ENGINEER: Chuck Yargo

SERIAL NO.: H307390101 H307390102 M004721601

REVISION (12/3/2025) 3 year contracts - increased allowances.

REPORTED ISSUE/ACTION REQUIRED: 2026 LTM - PM

1. Verify and resolve issues experienced by the site personnel.
  2. External visual inspection of all external surfaces.
  3. Oil level is checked and replenished.
  4. Inspect and replace sight glasses, if needed.
  5. Mounting bolts, nuts, washers and screws are checked for damage and tightness.
  6. Confirmation hand wheel is operational and ensure physical movement of valve.
  7. Inspect and replace hand control knobs as needed, switches, on/off and directional.
- DocuSign Envelope ID: A2529345-53EB-4F83-82C0-BDFA7B615F9B DocuSign Envelope ID: 0C516B52-A653-4EAC-BE4B-3CE9572DC1F2
8. Confirmation local control works in both direction while checking for any signs of deterioration.
  9. Terminal cover is to be removed and the connection are checked. Compartment checked for any moisture ingress and corrected. The "O" ring seal is replaced and if explosion proof, integrity of flame path is inspected.
  10. Motor cover is removed and checked for seal failures. Cover "O" ring replaced after inspection.
  11. Electrical cover is removed, and internal components inspected. Cover "O" ring replaced after inspection as needed.
  12. Status management and replacement of batteries as required.
  13. On completion, both local and remote operations are checked.
  14. The Contractor shall verify full stroke operation in both direction upon approval from site coordinator.
  15. Where available (through data loggers) historic performance data is investigated and compared stored torque profiles. Data will be



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675 Mile Crossing Blvd  
Rochester, NY 14624  
US

**Phone:** +1 585 247 2304

**Web:** [www.rotork.com](http://www.rotork.com)

## Rotork Quotation - CUS155662-00-6

reviewed to help determine life expectancy of the equipment.

16. The Contractor shall analyze the data to predict potential failures and plan future maintenance requirements or corrective actions.

17. The Contractor shall hold the critical parts so that they may be dispatched as quickly as possible.

18. The Contractor will operate fully open – test fully open limit and closed limit.

### NOTES:

All field service jobs will be quoted and invoiced at 4 hours minimum and include 15 hours maximum per day

Jobs requiring greater than 12 hours combined labor will require overnight stay

Travel labor is calculated portal to portal and billed at standard rates.

Additional labor and expenses may apply for non-standard service areas. E.g. Alaska, out of country, offshore, et

Field Service Job Assumptions:

Free and clear access to be granted

Scaffolding, manlifts, confined space entry, etc. (if required) to be provided by others

Lifting equipment (if required) to be provided by others

Actuators wired for power and control to be completed by others

Delays experienced beyond Rotork's control will be billed at standard rates plus expenses as noted above

\*If ordering the parts only, order subject to re-quote and pricing and lead time may change.\*

Labor Outside of PM contract or normal business hours

If job is performed in conjunction with other scheduled jobs to/ from site, travel costs will be adjusted accordingly.

If days at site exceed amount quoted additional travel costs will apply.

### INDIVIDUAL INTELLIGENT ASSET MANAGEMENT (iAM) REPORT

iAM reports included for each unit to be reviewed with each site by ASM at time of completion.

Unit price is per asset, for a printable PDF report.

After actuator datalogs have been downloaded and submitted to Rotork, a printable PDF iAM report is returned, including;

- A summary table, listing;
  - the overall health score
  - if actions are required for each asset or not: required now / future consideration / no action required
- A detailed analytics page for each asset;
  - showing results of multiple analytics models analysing performance
  - highlighting potential issues and the actions required to reduce the risk of unplanned downtime
- Additional Terms & Conditions apply to this product, T&Cs are available on Request

### QUOTATION VALIDITY PERIOD

This quotation is valid for acceptance for 60 days.

### CURRENCY

All prices are quoted in US Dollars.

### PRICES

The prices detailed in our quotation are NET.

### PAYMENT TERMS

Payable within 30 days of invoice date. Subject to credit status at time of order and shipment.

### WARRANTY

The actuators offered remain under standard warranty for a period of 12 months from commissioning or 18 months from ex-works dispatch, whichever is soonest, However, if during this period a Rotork Service Engineer performs commissioning, extended warranty will be included for a further 12 months from the commissioning date.

## Rotork Quotation - CUS155662-00-6

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Please ensure PO matches the quote or it impacts order acceptance/processing time.

Description	Qty	Unit price	Amount
LTM - Planned Maintenance (3) Units 2026 - Year 1	3.00	350.00	1,050.00
LTM - Planned Maintenance (3) Units 2027 - Year 2	3.00	367.00	1,101.00
LTM - Planned Maintenance (3) Units 2028 - Year 3	3.00	385.00	1,155.00
RSS Labor - Additional Repairs Outside of Maintenance Contract M-F 7:00 - 16:00	40.00	184.00	7,360.00
Parts / Material - to be used as requested / required	1.00	15,000.00	15,000.00
Fabrication / Retrofit - to be used as requested / required	1.00	10,000.00	10,000.00
New unit allocation - to be used as requested / required	1.00	35,000.00	35,000.00
Labor Outside of Regular Hours	1.00	5,000.00	5,000.00

		Total
USD		<b>75,666.00</b>

Best Regards,

Clint Campbell  
Customer Project Lead - Rotork Service

US Service +01-833-970-8675  
US Service [US.service@rotork.com](mailto:US.service@rotork.com)

**Your reference:** LTM - Planned Maintenance - (7) City of Corpus Christi Greenwood WWTP 111125  
**Our reference:** CUS155658-00-5  
**Date:** 2/2/2026  
**Quotation expiry:** 4/3/2026



**Corpus Christi Water**

Rotork Controls Inc  
675 Mile Crossing Blvd  
Rochester, NY 14624  
US

**Please quote our reference on all correspondence and purchase orders.**

**Phone:** +1 585 247 2304  
**Web:** [www.rotork.com](http://www.rotork.com)

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Typical payment terms are Net Monthly Account, payable within 30 days from end of month of invoicing (subject to status prior to, and at time of delivery). Any other terms must be agreed in writing.

Site: City of Corpus Christi - Greenwood WWTP  
6541 Greenwood Drive | Corpus Christi, TX 78417  
Site Contact: TBA

ENGINEER: Chuck Yargo  
SERIAL NO.: HD57440101 B28932010101 B28932010103 B28932010104 B2893201010 H345150201 H345150202  
REVISION (12/3/2025): 3 year contract - increased allowance.  
REPORTED ISSUE/ACTION REQUIRED: 2026 LTM Planned Maintenance

1. Verify and resolve issues experienced by the site personnel.
  2. External visual inspection of all external surfaces.
  3. Oil level is checked and replenished.
  4. Inspect and replace sight glasses, if needed.
  5. Mounting bolts, nuts, washers and screws are checked for damage and tightness.
  6. Confirmation hand wheel is operational and ensure physical movement of valve.
  7. Inspect and replace hand control knobs as needed, switches, on/off and directional.
- DocuSign Envelope ID: A2529345-53EB-4F83-82C0-BDFA7B615F9B DocuSign Envelope ID: 0C516B52-A653-4EAC-BE4B-3CE9572DC1F2
8. Confirmation local control works in both direction while checking for any signs of deterioration.
  9. Terminal cover is to be removed and the connection are checked. Compartment checked for any moisture ingress and corrected. The "O" ring seal is replaced and if explosion proof, integrity of flame path is inspected.
  10. Motor cover is removed and checked for seal failures. Cover "O" ring replaced after inspection.
  11. Electrical cover is removed, and internal components inspected. Cover "O" ring replaced after inspection as needed.
  12. Status management and replacement of batteries as required.
  13. On completion, both local and remote operations are checked.
  14. The Contractor shall verify full stroke operation in both direction upon approval from site coordinator.
  15. Where available (through data loggers) historic performance data

## Rotork Quotation - CUS155658-00-5

is investigated and compared stored torque profiles. Data will be reviewed to help determine life expectancy of the equipment.

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Travel labor is calculated portal to portal and billed at standard rates.

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Unit price is per asset, for a printable PDF report.

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  - the overall health score
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- A detailed analytics page for each asset;
  - showing results of multiple analytics models analysing performance
  - highlighting potential issues and the actions required to reduce the risk of unplanned downtime
- Additional Terms & Conditions apply to this product, T&Cs are available on Request

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### CURRENCY

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### PRICES

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### PAYMENT TERMS

Payable within 30 days of invoice date. Subject to credit status at time of order and shipment.

### WARRANTY

The actuators offered remain under standard warranty for a period of 12 months from commissioning or 18 months from ex-works dispatch, whichever is soonest, However, if during this period a Rotork Service Engineer performs commissioning, extended warranty will be included for a further 12 months from the commissioning date.

# Rotork Quotation - CUS155658-00-5

## TERMS AND CONDITIONS

This quotation is conditional on the terms of the relevant Rotork Conditions of Sale applying, copies of which are available on Rotork's website (<https://www.rotork.com/en/terms-and-conditions>) or on request. By placing an order on us, you confirm you have read, understand and agree to these Conditions of Sale applying to the supply of goods and/or services by us.

Please ensure PO matches the quote or it impacts order acceptance/processing time.

Description	Qty	Unit price	Amount
LTM - Planned Maintenance (7) Units 2026 - Year 1	7.00	350.00	2,450.00
LTM - Planned Maintenance (7) Units 2027 - Year 2	7.00	367.00	2,569.00
LTM - Planned Maintenance (7) Units 2028 - Year 3	7.00	385.00	2,695.00
RSS Labor - Additional Repairs Outside of Maintenance Contract M-F 7:00 - 16:00	40.00	184.00	7,360.00
Parts / Material - to be used as requested / required	1.00	15,000.00	15,000.00
Fabrication / Retrofit - to be used as requested / required	1.00	10,000.00	10,000.00
New unit allocation - to be used as requested / required	1.00	35,000.00	35,000.00
Labor Outside of Regular Hours	1.00	5,000.00	5,000.00

		Total
USD		<b>80,074.00</b>

Best Regards,

Clint Campbell  
Customer Project Lead - Rotork Service

US Service +01-833-970-8675  
US Service [US.service@rotork.com](mailto:US.service@rotork.com)

## ATTACHMENT C: INSURANCE AND BOND 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
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

- 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 30 calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than 10 calendar days advance written notice for nonpayment of premium.
- E. Within 5 calendar days of a cancellation, non-renewal, material change or termination 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.

**Bond Requirements:**

No bonds required for this Agreement.

2026 Insurance Requirements

Ins. Req. Exhibit **4-B**

Contracts for General Services – Services Performed Onsite

01/01/2026 Risk Management – Legal Dept.

## Attachment D: Warranty Requirements

The actuators offered remain under standard warranty for a period of 12 months from commissioning or 18 months from ex-works dispatch, whichever is soonest. However, if during this period a Rotork Service Engineer performs commissioning, extended warranty will be included for a further 12 months for the commissioning date.

# **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.