

## **SERVICE AGREEMENT NO. 4036**

### HACH MAINTENANCE & CALIBRATION SERVICES

THIS **HACH Maintenance & Calibration Services Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and HACH Company ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide HACH Maintenance & Calibration Services in response to Request for Bid/Proposal No. SS-4036 ("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 HACH Maintenance & Calibration Services ("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 April 1, 2022. 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 \$648,413.66, subject to approved extensions and changes. Payment will be made for Services performed 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: Diana Zertuche-Garza Department: Corpus Christi Water

Phone: (361) 826-1627

Email: DianaZ@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.

Contractor warrants to City that each of the goods conforms to its written warranty set forth in its user manual in effect on the date of purchase, or, if there is no express warranty therein, that each of the goods will be free from defects in material and workmanship and will conform to the manufacturer's quoted specifications for 12 months from delivery. Warranties do not extend to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. Contractor warrants that it will perform all Services in accordance with its standard practices and that the Services will be free from defects in workmanship for a period of 90 days from their date of performance. If Contractor breaches this warranty and the City notifies Contractor of such breach within 30 days of the end of the applicable warranty period, Contractor will, at its option, either replace or repair the nonconforming goods, or re-perform any nonconforming Services, or refund the amounts paid by City to Contractor for the nonconforming goods and/or Services. THIS IS THE EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY. CONTRACTOR EXPRESSLY DISCLAIMS ANY REMEDIES OF "COVER" AND ANY WARRANTIES IMPLIED BY LAW, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- 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 30<sup>th</sup> 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: Diana Zertuche-Garza Contracts/Funds Administrator

2726 Holly Road, Corpus Christi, Texas 78415

Phone: (361) 826-1627 Fax: (361) 826-4495

### IF TO CONTRACTOR:

HACH Company

Attn: JR Stendebach Regional Sales Manager

5600 Lindbergh Drive, Loveland, Colorado 80539

Phone: (970) 669-3050 Fax: (970) 669-2932

# 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. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN CONTAINED, ANY AND ALL INDEMNIFICATION OBLIGATIONS IMPOSED UPON CONTRACTOR ARE LIMITED TO THE PROPORTIONATE EXTENT OF THOSE DAMAGES CAUSED BY CONTRACTOR'S BREACH OF THE AGREEMENT. NEGLIGENCE, WRONGFUL CONDUCT, OR VIOLATIONS OF LAW.

## 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 City. 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. Limitation of Liability Contractor. THE TOTAL LIABILITY OF CONTRACTOR AND ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS AND AGENTS ARISING OUT OF PERFORMANCE, NONPERFORMANCE, OR OBLIGATIONS IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, DELIVERY, AND/OR USE OF GOODS AND/OR SERVICES IN NO CIRCUMSTANCE INCLUDES ANY LIQUIDATED, PENALTY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, NOR EXCEED AN AMOUNT THAT IS UNREASONABLY DISPROPORTIONATE TO THE TOTAL AMOUNT OF COMPENSATION ACTUALLY PAID TO CONTRACTOR UNDER THE AGREEMENT, EXCEPT ONLY IN THE CASE OF DAMAGES ARISING DUE TO CONTRACTOR'S WILLFUL MISCONDUCT.

## CONTRACTOR

Signature: Harry Bairf
Printed Name: Mary Baird
Title: Director, Global Sales & Projects Enablement
Date: 06/17/2022
CITY OF CORPUS CHRISTI
Josh Chronley Date
Assistant Director of Finance - Procurement
•
Assistant Director of Finance - Procurement

## 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

## Incorporated by Reference Only:

Exhibit 1: RFB/RFP No. SS-4036

Exhibit 2: Contractor's Bid/Proposal Response

## Attachment A: Scope of Work

The City currently utilizes 23 classification types of HACH instruments, of which multiple instruments are located within O.N. Stevens Plant and Water Quality Division. The Contractor will continue to provide ongoing maintenance and calibration services of all existing instruments located throughout the Plant.

The following 23 classification types of instruments are defined below:

- TU5300: Online Turbidity Meter; measures turbidity at the filter stations
- TU5200: Lab Turbidity: Benchtop Turbidity Meter to verify online turbiditymeters
- 2100Q: Portable Turbidity Meter; measures turbidity at the Lab and field
- BioTector 3500C: Total Organic Carbon (TOC) Online Analyzer; measuresTOC at the high service stations
- Biotector B7000: TOC Analyzer
- CL 17: Free/Total Chlorine analyzer; measures free and total chlorine at the plant and boosting stations
- CL 17sc: Free/Total Chlorine analyzer; measures free and total chlorine at the plant and boosting stations
- CLT 10: Reagent-less Total Chlorine analyzer; measures total chlorineat the plant and boosting stations
- CLF 10: Reagent-less Free Chlorine analyzer; measures free at theplant and boosting stations
- DR900: Portable Spectrophotometer; measures a wide range of parameters at the Lab and the field such as, chlorine, free ammonia, monochloramine, nitrate, nitrite, iron, etc.
- DR6000 UV-VIS: Benchtop (Lab) Spectrophotometer; measures a wide range of parameters at the Lab such

- as, chlorine, free ammonia, monochloramine, nitrate, nitrite, iron, etc.
- **FilterTrak 660/660sc:** Online Turbidity meter; measures turbidity at the filterstations
- pH, ORP and Conductivity Sensors, PD & RD (analog pH and ORP), DPD & ORD (Digital pH and ORP), 6XXXPX Series Differential pH Sensors
- Conductivity Sensor: pH probe, ORP probe, Conductivity
   Probe: Measures pH, ORP and conductivity
- QC8500: Lachat QuickChem Flow Injection Analysis System: determines ionic species in a sample
- Sc100/sc200: Controller for online analyzer/meters and probes, 2 channels; control meters and probes and send signal to control room
- Sc 1000: Controller for online analyzer/meters and probes, up to 6channels; control meters and probes and send signal to control room
- Solitax: Online Turbidity probe; measures turbidity at the front of the plant
- Surface Scatter 7: Raw Water Online Turbidity Meter;
   measures turbidity of the raw water coming into the plant
- SL1000: Portable Parallel Analyzer (PPA)
- 5500SC AMC: Ammonia Monochloramine Analyzer
- TUACM: Automatic cleaning modules for TU5300
- **SC4500:** Controller for online analyzer/meters and probes
- HQD440: HQD Laboratory Meters

The Contractor shall provide a comprehensive standard service to each of the 23 classifications outlined in the HACH Quote HACH266929 for the O. N. Stevens Water Treatment Plant dated June 8, 2022, and HACH Quote HACH602750 for Water Quality, Corpus Christi Water Utilities Lab and Storm Water dated June 8, 2022.



0.94 Partnership Number: HACH602750 Version: **Quotation Date** 08-JUN-22

> **Expiration Date**: 06-SEP-22

**Hach Company** Stendebach, Ronnie **Service Partnership Service Partnership** 

Contact Lee Jr (JR) Phone **Email** jr.stendebach@hach.com

Renewal Quote **Customer Ref** 

**Customer Contact:** GARZA, DIANA 8261827 **Customer Phone: Customer Fax:** Customer Email: dianag@cctexas.com

Bill-To Account # 092064 Ship-To Account # 092064

Customer Name CITY OF CORPUS Customer CITY OF CORPUS CHRISTI Net 30 **Payment Terms:** 

**CHRISTI** Name

Address4 Address4 **Billing Method:** Annual-Invoices on

START Date

Address1 PO BOX 9277 Address1 13101 LEOPARD ST **Currency:** USD

Address2 Address2

Address3 Address3

City, State, **CORPUS** City, State, **CORPUS** CHRISTI-TX-78469-9277

CHRISTI-TX-78410-4524 PostalCode Postalcode

US US Province/ Province/

Country Country

Line	Service Name				Line Total
	Covered Product	Start Date	End Date	Description/Serial Number	
1	BSPPLUSSL1000	01-APR-22	31-MAR-25	BenchPlus SL1000:01-APR-2022:31-MAR-202 5 The Bench Service Plus includes: Factory repairs only, one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable.	39,933.00

9430000 ee ASSY, INSTRUMENT, SL1000; 1.1

143490100177

ee ASSY, INSTRUMENT, SL1000; 9430000 1.2

150680100339

HACH SERVICEPLUS	HACH SERVICE PARTNERSHIP QUOTATION	Page : Partnership Number :	2 of 4 HACH602750
CERTIFIED PROGRAMS	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  Purchase Orders	WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693  Wire Transfers Bank of America 231 S. LaSalle St.
			Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

BSPPLUSSL100	0	01-APR-22	31-MAR-25	BenchPlus SL1000:01-APR-2022:31-MAR-202
1.17	9430000			ee ASSY, INSTRUMENT, SL1000 ; 192380105165
1.16	9430000			ee ASSY, INSTRUMENT, SL1000 ; 192350105159
1.15	9430000			ee ASSY, INSTRUMENT, SL1000 ; 183170104275
1.14	9430000			ee ASSY, INSTRUMENT, SL1000 ; 161200101683
1.13	9430000			ee ASSY, INSTRUMENT, SL1000 ; 161550101799
1.12	9430000			ee ASSY, INSTRUMENT, SL1000 ; 161310101720
1.11	9430000			ee ASSY, INSTRUMENT, SL1000 ; 161200101682
1.10	9430000			ee ASSY, INSTRUMENT, SL1000 ; 152670100932
1.9	9430000			ee ASSY, INSTRUMENT, SL1000 ; 152680100937
1.8	9430000			ee ASSY, INSTRUMENT, SL1000 ; 152300100803
1.7	9430000			ee ASSY, INSTRUMENT, SL1000 ; 152680100934
1.6	9430000			ee ASSY, INSTRUMENT, SL1000 ; 152300100802
1.5	9430000			ee ASSY, INSTRUMENT, SL1000 ; 150680100340
1.4	9430000			ee ASSY, INSTRUMENT, SL1000 ; 150690100344
1.3	9430000			ee ASSY, INSTRUMENT, SL1000 ; 152680100940

4,698.00

The Bench Service Plus includes:

PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your

Factory repairs only, one

HACH SERVICEPLUS	HACH SERVICE PARTNERSHIP QUOTATION	Page : Partnership Number :	3 of 4 HACH602750
CERTIFIED PROGRAMS	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389	WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693  Wire Transfers
	Purchase Orders		Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

					instrument. Travel is included for one on-site visit. Additional visits may be billable.	
	2.1	9430000			ee ASSY, INSTRUMENT, SL1000 ; 162520102015	
	2.2	9430000			ee ASSY, INSTRUMENT, SL1000 ; 150690100348	
3	FSPQC850	00	01-APR-22	31-MAR-25	aa Field Service Partnership, Lachat QC8500, 1V:01-APR-2022:31-MAR-2025 Field Service Partnership provides full coverage, including on-site repairs and one annual preventative maintenance/calibration visit. ASX Autosampler, Block Digester, and MicroDist covered separately. Not available for Series 1 instruments (p/n A85110).	20,463.00
	3.1	A58102			CORE UNIT, 115V, QC8500 S2; 100200001167	
4	BSPPLUSI	DR6000	01-APR-22	31-MAR-25	BenchPlus-DR6000:01-APR-2022: 31-MAR-2025 The Bench Service Plus Partnership includes repairs at the Hach Service Center, one on-site start-up or preventative maintenance/calibration visit, unlimited technical support calls, and free software upgrades.	4,869.00
	4.1	LPV441.99.00012			db DR 6000 UV VIS SPECTROPHOTOMETER W RFID TECHNOLOGY ; 1508484	
5	BSPPLUSI	HQD440	01-APR-22	31-MAR-25	BenchPlus-HQD440:01-APR-2022: 31-MAR-2025 The Bench Service Plus includes: Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable.	1,668.00
	5.1	HQ440D			HQ440d BENCHTOP METER, MULTI; 210300039306	
6	ADMIN_HA	ANDLING_MYA	01-APR-23	31-MAR-24	YEAR 2 INCREASE	955.08



6.1 CONTRACT SPECIAL ITEM

7 ADMIN\_HANDLING\_MYA 01-APR-24 31-MAR-25 YEAR 3 INCREASE 1,948.36
7.1 CONTRACT SPECIAL ITEM

 Sub Total :
 74,534.44

 Tax:
 0.00

 Total :
 74,534.44

## **Partnership Notes:**

ANNUAL COST BREAKDOWN NOTED BELOW:

YEAR 1 SERVICE @ \$23,877.00 \*

YEAR 2 SERVICE @ \$24,832.08 \*

YEAR 3 SERVICE @ \$25,825.36 \*

YEAR 4 SERVICE @ \$26,858.38 \* RENEWAL OPTION 1

YEAR 5 SERVICE @ \$27,932.71 \* RENEWAL OPTION 2

NEW EQUIPMENT ALLOWANCE 2-3 \$10,000

Customer Name : CITY OF CORPUS CHRISTI

Customer P.O. Number :

Customer Reference Number : \_\_\_\_\_\_

<sup>\*</sup> THIS IS PRE-TAX PRICING AND SUBJECT TO CHANGE

## Attachment B - Doc 2

HACH SERVICEPLUS*	HACH SERVICE PARTNERSHIP QUOTATION	Page : Partnership Number :	1 of 21 HACH266929
CERTIFIED PROGRAMS	Headquarters P.O. Box 389	WebSite: www.hach.com	Remittance 2207 Collections Center Dr
	5600 Lindbergh Drive Loveland, CO 80539-0389		Chicago, IL 60693
	Purchase Orders		Wire Transfers Bank of America
	Furchase Orders		231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

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Partnership Number: HACH266929 Version: 0.122 Quotation Date: 08-JUN-22

Expiration Date : 06-SEP-22

Hach Company Stendebach, Ronnie Service Partnership Service Partnership

Contact : Lee Jr (JR) Phone : Email : jr.stendebach@hach.com

Customer Ref : RENEWAL QUOTE Customer Contact : ZERTUCHE GARZA, DIANA

Customer Phone: 361-826-1827 Customer Fax: Customer Email: dianag@cctexas.com

Bill-To Account # 092064 Ship-To Account # 092064

Customer Name CITY OF CORPUS Customer CITY OF CORPUS CHRISTI Payment Terms: Net 30

CHRISTI Name

Address4 Billing Method: Annual-Invoices on

START Date

Address1 PO BOX 9277 Address1 13101 LEOPARD ST Currency: USD

Address2 Address2

Address3 Address3

City,State, CORPUS City,State, CORPUS

PostalCode CHRISTI-TX-78469-9277 Postalcode CHRISTI-TX-78410-4524

Province/ US Province/ US

Country Country

Line	Service Name					Line Total
	Covered Prod	uct	Start Date	End Date	Description/Serial Number	
1	FSPSC1000		01-APR-22	31-MAR-25	Fld Svc-1V SC1000 Controller:01-APR-2022:31-MAR-2 025	20,631.00
	1.1	LXV402.99.10002			aa db ee sc1000 DISPLAY MODULE, TCP, NO GSM ; 1366364	
	1.2	LXV402.99.10002			aa db ee sc1000 DISPLAY MODULE, TCP, NO GSM ; 1366591	
	1.3	LXV402.99.10002			aa db ee sc1000 DISPLAY MODULE, TCP, NO GSM ; 1366597	

HACH SERVICEPLUS	HACH SERVICE PARTNERSHIP	Page :	2 of 21
	QUOTATION	Partnership Number :	HACH266929
CERTIFIED PROGRAMS	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  Purchase Orders	WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693  Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

1.4	LXV402.99.10002	aa db ee sc1000 DISPLAY MODULE, TCP, NO GSM ; 1386258
1.5	LXV402.99.10002	aa db ee sc1000 DISPLAY MODULE, TCP, NO GSM ; 1365747
1.6	LXV402.99.10002	aa db ee sc1000 DISPLAY MODULE, TCP, NO GSM ; 1365797
1.7	LXV402.99.10002	aa db ee sc1000 DISPLAY MODULE, TCP, NO GSM ; 1365743
1.8	LXV400.99.10382	ee MODULE, PROBE (6 SNSR) SC1000, 8mA ; 1365748
1.9	LXV402.99.10002	aa db ee sc1000 DISPLAY MODULE, TCP, NO GSM ; 1365739
1.10	LXV402.99.10002	aa db ee sc1000 DISPLAY MODULE, TCP, NO GSM ; 1365663
1.11	LXV402.99.10002	aa db ee sc1000 DISPLAY MODULE, TCP, NO GSM ; 1365674
1.12	LXV402.99.10002	aa db ee sc1000 DISPLAY MODULE, TCP, NO GSM ; 1366712
1.13	LXV402.99.10002	aa db ee sc1000 DISPLAY MODULE, TCP, NO GSM ; 1361664
1.14	LXV402.99.10002	aa db ee sc1000 DISPLAY MODULE, TCP, NO GSM ; 1366303
1.15	LXV402.99.10002	aa db ee sc1000 DISPLAY MODULE, TCP, NO GSM ; 1366592
1.16	LXV402.99.10002	aa db ee sc1000 DISPLAY MODULE, TCP, NO GSM ; 1479151DUP

SERVICEPLUS CERTIFIED PROGRAMS	HACH SERVIC QUOTATION  Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-03:  Purchase Orders		SHIP	Page : Partnership Number :  WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America	
					231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593	
1.17	LXV402.99.10002			aa db ee sc1000 DISPLAY MODULE, TCP, NO GSM ; 1366299		
1.18	LXV402.99.10002			aa db ee sc1000 DISPLAY MODULE, TCP, NO GSM ; 1366594		
1.19	LXV402.99.10002			aa db ee sc1000 DISPLAY MODULE, TCP, NO GSM ; 1557615		
1.20	LXV400.99.10082	0082		ee MODULE, SC1000 PROBE 6 SENS 110-230V ; 1775728		
1.21	LXV400.99.10082			ee MODULE, SC1000 PRO SENS 110-230V ; 1807044		
1.22	LXV400.99.10082			ee MODULE, SC1000 PRO SENS 110-230V ; 1775729		
1.23	LXV402.99.10002			aa db ee sc1000 DISPLAY MODULE, TCP, NO GSM ; 1808530		
PMP-CLX10-2V		01-APR-22	31-MAR-25	PMP-CLX10-2V (FRV2):01-APR-2022:31-N 5	21,618. IAR-202	
2.1	9180600			PANEL ASSY, AMPEROM CHLORINE, ENGLISH ; 150845003207	ETRIC	
2.2	9180600			PANEL ASSY, AMPEROM CHLORINE, ENGLISH ; 150845003208	ETRIC	
2.3	9180600			PANEL ASSY, AMPEROM CHLORINE, ENGLISH ; 150845003205	ETRIC	
2.4	9180600			PANEL ASSY, AMPEROM CHLORINE, ENGLISH ; 150845003198	ETRIC	
2.5	9180600			PANEL ASSY, AMPEROM CHLORINE, ENGLISH ; 180545006770	ETRIC	
2.6	9180600			PANEL ASSY, AMPEROM CHLORINE, ENGLISH; 18067006801	ETRIC	
PMP-CL17 NEW	7-2V	01-APR-22	31-MAR-25	PMP-CL17 NEW CHLRN	57,660.	

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CERTIFIED PROGRAMS	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  Purchase Orders	WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693  Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

		ANLZR-2V (FRV 2):01-APR-2022:31-MAR-2025 For use with CL17 part number 5440000.
3.1	5440260	oo CHLORINE ANALYZER W/NETWORK BD ; 101200376567
3.2	5440260	oo CHLORINE ANALYZER W/NETWORK BD ; 101200376566
3.3	5440260	oo CHLORINE ANALYZER W/NETWORK BD ; 101200376565
3.4	5440260	oo CHLORINE ANALYZER W/NETWORK BD ; 101200377642
3.5	5440000	oo CL17 FINAL ASSEMBLY W/KITS ; 101200378842
3.6	5440000	oo CL17 FINAL ASSEMBLY W/KITS ; 101100375554
3.7	5440000	oo CL17 FINAL ASSEMBLY W/KITS ; 101200378844
3.8	5440000	oo CL17 FINAL ASSEMBLY W/KITS ; 101200378843
3.9	5440000	oo CL17 FINAL ASSEMBLY W/KITS ; 110100380615
3.10	5440000	oo CL17 FINAL ASSEMBLY W/KITS ; 040300009433
3.11	5440200	oo CHLORINE ANALYZER,CL17 W/KITS/NETWRK; 040700001138
3.12	5440200	oo CHLORINE ANALYZER,CL17 W/KITS/NETWRK; 040800001144
3.13	5440200	oo CHLORINE ANALYZER,CL17 W/KITS/NETWRK; 040800001146
3.14	5440000	oo CL17 FINAL ASSEMBLY W/KITS ; 140800503743
3.15	5440000	oo CL17 FINAL ASSEMBLY W/KITS ; 140800503741
3.16	5440000	oo CL17 FINAL ASSEMBLY W/KITS ; 162040004720

	HACH SERVICEPLUS®	HACH SERVICE QUOTATION	E PARTNER	SHIP	Page : Partnership Number :	5 of 21 HACH266929
	CERTIFIED PROGRAMS	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-033 Purchase Orders	89		WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693  Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385
						Routing (ABA): 026009593
	3.17	5440000			oo CL17 FINAL ASSEMBL' W/KITS ; 140800503742	Y
	3.18	5440000			oo CL17 FINAL ASSEMBL' W/KITS ; 140800503744	Y
	3.19	5440000			oo CL17 FINAL ASSEMBL' W/KITS; 140800503745	Y
	3.20	5440000			oo CL17 FINAL ASSEMBL' W/KITS; 181340017212	Y
4	BSPPLUS2100C	•	01-APR-22	31-MAR-25	BenchPlus-2100Q:01-APR-1-MAR-2025 The Bench Service Plus inc Factory repairs only, one Si or one PM/Calibration on si year, unlimited technical su calls and free software upg on your instrument. Travelincluded for one on-site visi Additional visits may be billi	cludes: tart-up te per pport rades I is
	4.1	2100Q01			2100Q PORTABLE TURBIDIMETER; 14060C0	033593
5	BSPPLUSSL100	00	01-APR-22	31-MAR-25	SERIAL NUMBERS SWAP TIME OF DELIVERY:01-APR-2022:3 2025 The Bench Service Plus inc Factory repairs only, one PM/Calibration on site per yunlimited technical support and free software upgrades instrument. Travel is include one on-site visit. Additional may be billable.	AT 25,839.00 s1-MAR- cludes: year, calls s on your ed for
	5.1	9430000			ee ASSY, INSTRUMENT, \$ 150690100343	SL1000 ;
	5.2	9430000			ee ASSY, INSTRUMENT, \$ 150700100351	SL1000 ;
	5.3	9430000			ee ASSY, INSTRUMENT, \$ 150700100349	SL1000 ;
	5.4	9430000			ee ASSY, INSTRUMENT, \$ 150710100356	SL1000 ;
	5.5	9430000			ee ASSY, INSTRUMENT, \$ 150690100347	SL1000 ;

	SERVICEPLUS  CERTIFIED PROGRAMS	QUOTATION  Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-038  Purchase Orders	9		WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693  Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593
	5.6	9430000			ee ASSY, INSTRUMENT, S	SL1000 ;
	5.0				150700100350	,
	5.7	9430000			ee ASSY, INSTRUMENT, S 143460100176	SL1000 ;
	5.8	9430000			ee ASSY, INSTRUMENT, S 150710100355	SL1000 ;
	5.9	9430000			ee ASSY, INSTRUMENT, S 150700100352	SL1000 ;
	5.10	9430000			ee ASSY, INSTRUMENT, S 150700100353	SL1000 ;
	5.11	9430000			ee ASSY, INSTRUMENT, S 162520102015	SL1000 ;
6	BSPPLUSDR60	00	01-APR-22	31-MAR-25	BenchPlus-DR6000:01-APF 31-MAR-2025 The Bench Service Plus Partnership includes repairs Hach Service Center, one of start-up or preventative maintenance/calibration vision unlimited technical support and free software upgrades	s at the on-site it, calls,
	6.1	LPV441.99.00012			db DR 6000 UV VIS SPECTROPHOTOMETER	W RFID
7	FSP5500SC AM	C	01-APR-22	31-MAR-25	TECHNOLOGY; 1550522 Fld Svc 5500sc AMC 2 VST:01-APR-2022:31-MAR Field Service includes: All p labor, and travel for on-site 2 on-site calibrations per ye factory recommended main (including required parts), u technical support calls, and firmware updates.	arts, repairs, ar, tenance nlimited
	7.1	5500.AMC.AC.4.U S			5500sc AMMONIA MONOCHLORAMINE ANA AC, 2 CH, US,EXT FILT (95 FOR DWG) ; 16207030000	560000
	7.2	5500.AMC.AC.4.U S			5500sc AMMONIA MONOCHLORAMINE ANA AC, 2 CH, US,EXT FILT (95 FOR DWG) ; 17325030000	560000

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	SERVICE <b>PLUS</b> *	QUOTATION	7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	<b>3 1 1 1 1 1 1 1 1 1 1</b>		
	CERTIFIED PROGRAMS	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-038	9		WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693
		Purchase Orders				Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593
_						
	7.3	5500.AMC.AC.4.U S			5500sc AMMONIA MONOCHLORAMINE ANA AC, 2 CH, US,EXT FILT (99 FOR DWG) ; 18130030000	560000
	7.4	5500.AMC.AC.4.U S			5500sc AMMONIA MONOCHLORAMINE ANA AC, 2 CH, US,EXT FILT (99 FOR DWG) ; 18127030000	560000
	7.5	5500.AMC.AC.4.U S			5500sc AMMONIA MONOCHLORAMINE ANA AC, 2 CH, US,EXT FILT (99 FOR DWG) ; 18061812703	560000
	WRTUPGXTRV		01-APR-22	31-MAR-25	WarrantyPlus Extra Visit:01-APR-2022:31-MAR "Extra site visit for custome already under a service pla Instruments eligible for extra are as follows (A visit per ex- listed item except if controllaready included): 1720E/Controller, TU5 Proc Lab Turbidimeters, All key S (Nitratax, Solitax, Phosphax, Sonatax, CL17, CLF10, CL Spectrophometers, All Colorimeters, SC1000, All F Turbs (2100xx)"	rs n. a visit ach er is cess and Gensors C, T10, All
	8.1	9180600			PANEL ASSY, AMPEROMI CHLORINE, ENGLISH ; 150845003207	ETRIC
	8.2	9180600			PANEL ASSY, AMPEROMI CHLORINE, ENGLISH ; 150845003208	ETRIC
	8.3	9180600			PANEL ASSY, AMPEROMI CHLORINE, ENGLISH; 150845003205	ETRIC
	8.4	9180600			PANEL ASSY, AMPEROMI CHLORINE, ENGLISH ; 150845003198	ETRIC
	8.5	5440260			oo CHLORINE ANALYZER W/NETWORK BD ; 101200	
	8.6	5440260			oo CHLORINE ANALYZER	

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CERTIFIED PROGRAMS	Headquarters P.O. Box 389	WebSite: www.hach.com	Remittance 2207 Collections Center Dr
	5600 Lindbergh Drive		Chicago, IL 60693
	Loveland, CO 80539-0389		Cineago, in 00023
	,		Wire Transfers
	Purchase Orders		Bank of America
			231 S. LaSalle St.
			Chicago, IL 60604
			Account: 8765602385 Routing (ABA): 026009593

8.7	5440260	oo CHLORINE ANALYZER W/NETWORK BD ; 101200376565
8.8	5440260	oo CHLORINE ANALYZER W/NETWORK BD ; 101200377642
8.9	5440000	oo CL17 FINAL ASSEMBLY W/KITS ; 101200378842
8.10	5440000	oo CL17 FINAL ASSEMBLY W/KITS ; 101100375554
8.11	5440000	oo CL17 FINAL ASSEMBLY W/KITS ; 101200378844
8.12	5440000	oo CL17 FINAL ASSEMBLY W/KITS ; 101200378843
8.13	5440000	oo CL17 FINAL ASSEMBLY W/KITS ; 110100380615
8.14	5440000	oo CL17 FINAL ASSEMBLY W/KITS ; 110100380602
8.15	5440000	oo CL17 FINAL ASSEMBLY W/KITS ; 040300009433
8.16	5440200	oo CHLORINE ANALYZER,CL17 W/KITS/NETWRK ; 040700001138
8.17	5440200	oo CHLORINE ANALYZER,CL17 W/KITS/NETWRK ; 040800001144
8.18	5440200	oo CHLORINE ANALYZER,CL17 W/KITS/NETWRK ; 040800001146
8.19	9180600	PANEL ASSY, AMPEROMETRIC CHLORINE, ENGLISH ; 150845003207
8.20	9180600	PANEL ASSY, AMPEROMETRIC CHLORINE, ENGLISH ; 150845003208
8.21	9180600	PANEL ASSY, AMPEROMETRIC CHLORINE, ENGLISH ; 150845003205
8.22	9180600	PANEL ASSY, AMPEROMETRIC CHLORINE, ENGLISH; 150845003198

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CERTIFIED PROGRAMS	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  Purchase Orders	WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693  Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

8.23	5440260	oo CHLORINE ANALYZER W/NETWORK BD ; 101200376567
8.24	5440260	oo CHLORINE ANALYZER W/NETWORK BD ; 101200376566
8.25	5440260	oo CHLORINE ANALYZER W/NETWORK BD ; 101200376565
8.26	5440260	oo CHLORINE ANALYZER W/NETWORK BD ; 101200377642
8.27	5440000	oo CL17 FINAL ASSEMBLY W/KITS ; 101200378842
8.28	5440000	oo CL17 FINAL ASSEMBLY W/KITS ; 101100375554
8.29	5440000	oo CL17 FINAL ASSEMBLY W/KITS ; 101200378844
8.30	5440000	oo CL17 FINAL ASSEMBLY W/KITS ; 101200378843
8.31	5440000	oo CL17 FINAL ASSEMBLY W/KITS ; 110100380615
8.32	5440000	oo CL17 FINAL ASSEMBLY W/KITS ; 110100380602
8.33	5440000	oo CL17 FINAL ASSEMBLY W/KITS ; 040300009433
8.34	5440200	oo CHLORINE ANALYZER,CL17 W/KITS/NETWRK ; 040700001138
8.35	5440200	oo CHLORINE ANALYZER,CL17 W/KITS/NETWRK ; 040800001144
8.36	5440200	oo CHLORINE ANALYZER,CL17 W/KITS/NETWRK ; 040800001146
8.37	5440000	oo CL17 FINAL ASSEMBLY W/KITS ; 162040004720
8.38	5440000	oo CL17 FINAL ASSEMBLY W/KITS ; 162040004720
8.39	5440000	oo CL17 FINAL ASSEMBLY W/KITS ; 140800503743

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CERTIFIED PROGRAMS	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  Purchase Orders	WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693  Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593
8.40	5440000	oo CL17 FINAL ASSEMBL W/KITS ; 140800503743	Y
Q // 1	5440000	oo CL17 FINAL ASSEMBL	Υ

8.40	5440000			oo CL17 FINAL ASSEMBLY W/KITS ; 140800503743	
8.41	5440000			oo CL17 FINAL ASSEMBLY W/KITS ; 140800503741	
8.42	5440000			oo CL17 FINAL ASSEMBLY W/KITS ; 140800503741	
8.43	5440000			oo CL17 FINAL ASSEMBLY W/KITS ; 140800503742	
8.44	5440000			oo CL17 FINAL ASSEMBLY W/KITS ; 140800503742	
8.45	5440000			oo CL17 FINAL ASSEMBLY W/KITS ; 140800503744	
8.46	5440000			oo CL17 FINAL ASSEMBLY W/KITS ; 140800503744	
8.47	5440000			oo CL17 FINAL ASSEMBLY W/KITS ; 140800503745	
8.48	5440000			oo CL17 FINAL ASSEMBLY W/KITS ; 140800503745	
8.49	5440000			oo CL17 FINAL ASSEMBLY W/KITS ; 181340017212	
8.50	5440000			oo CL17 FINAL ASSEMBLY W/KITS ; 181340017212	
8.51	9180600			PANEL ASSY, AMPEROMETRIC CHLORINE, ENGLISH ; 180545006770	
8.52	9180600			PANEL ASSY, AMPEROMETRIC CHLORINE, ENGLISH ; 180545006770	
FSPTU53	3XX - 4 VISIT	01-APR-22	31-MAR-25	Fld Svc TU53XX 4 VST:01-APR-2022:31-MAR-2025 Field Service includes: All parts, labor, and travel for on-site repairs, 4 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Please see service terms and conditions for	73,800.00

additional details on our service plans, and to ensure you have an

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CERTIFIED PROGRAMS	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  Purchase Orders	WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693  Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

		opportunity to review our environmental and safety requirements. Cleaning Module Accessory is not covered under this offering.
9.1	LXV445.99.53112	db ee TU5300sc TURB,FLOW,CLEAN,SYSCHK,RFI D,EPA ; 11782233
9.2	LXV445.99.53112	db ee TU5300sc TURB,FLOW,CLEAN,SYSCHK,RFI D,EPA ; 1776996
9.3	LXV445.99.53112	db ee TU5300sc TURB,FLOW,CLEAN,SYSCHK,RFI D,EPA ; 1777301
9.4	LXV445.99.53112	db ee TU5300sc TURB,FLOW,CLEAN,SYSCHK,RFI D,EPA ; 1777397
9.5	LXV445.99.53112	db ee TU5300sc TURB,FLOW,CLEAN,SYSCHK,RFI D,EPA ; 1780786
9.6	LXV445.99.53112	db ee TU5300sc TURB,FLOW,CLEAN,SYSCHK,RFI D,EPA ; 1781431
9.7	LXV445.99.53112	db ee TU5300sc TURB,FLOW,CLEAN,SYSCHK,RFI D,EPA ; 1781435
9.8	LXV445.99.53112	db ee TU5300sc TURB,FLOW,CLEAN,SYSCHK,RFI D,EPA ; 1781712
9.9	LXV445.99.53112	db ee TU5300sc TURB,FLOW,CLEAN,SYSCHK,RFI D,EPA ; 1781716
9.10	LXV445.99.53112	db ee TU5300sc TURB,FLOW,CLEAN,SYSCHK,RFI D,EPA ; 1781838
9.11	LXV445.99.53112	db ee TU5300sc TURB,FLOW,CLEAN,SYSCHK,RFI D,EPA ; 1781980

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CERTIFIED PROGRAMS	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  Purchase Orders	WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693  Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

9.12	LXV445.99.53112	db ee TU5300sc TURB,FLOW,CLEAN,SYSCHK,RFI D,EPA ; 1782283
9.13	LXV445.99.53112	db ee TU5300sc TURB,FLOW,CLEAN,SYSCHK,RFI D,EPA ; 1782324
9.14	LXV445.99.53112	db ee TU5300sc TURB,FLOW,CLEAN,SYSCHK,RFI D,EPA ; 1782335
9.15	LXV445.99.53112	db ee TU5300sc TURB,FLOW,CLEAN,SYSCHK,RFI D,EPA ; 1782375
9.16	LXV445.99.53112	db ee TU5300sc TURB,FLOW,CLEAN,SYSCHK,RFI D,EPA ; 1782558
9.17	LXV445.99.53112	db ee TU5300sc TURB,FLOW,CLEAN,SYSCHK,RFI D,EPA ; 1782605
9.18	LXV445.99.53112	db ee TU5300sc TURB,FLOW,CLEAN,SYSCHK,RFI D,EPA ; 1782721
9.19	LXV445.99.53112	db ee TU5300sc TURB,FLOW,CLEAN,SYSCHK,RFI D,EPA ; 1782881
9.20	LXV445.99.53112	db ee TU5300sc TURB,FLOW,CLEAN,SYSCHK,RFI D,EPA ; 1783912
9.21	LXV445.99.53112	db ee TU5300sc TURB,FLOW,CLEAN,SYSCHK,RFI D,EPA ; 1784504
9.22	LXV445.99.53112	db ee TU5300sc TURB,FLOW,CLEAN,SYSCHK,RFI D,EPA ; 1784904
9.23	LXV445.99.53112	db ee TU5300sc TURB,FLOW,CLEAN,SYSCHK,RFI D,EPA ; 1785622
9.24	LXV445.99.53112	db ee TU5300sc TURB,FLOW,CLEAN,SYSCHK,RFI D,EPA ; 1785623

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CERTIFIED PROGRAMS	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  Purchase Orders	WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693  Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

	9.25	LXV445.99.53112			db ee TU5300sc TURB,FLOW,CLEAN,SYSCHK,RFI D,EPA; 1805333	
10	FSPSC200		01-APR-22	31-MAR-25	Fld Svc-1V SC200 Controller:01-APR-2022:31-MAR-2 025	19,008.00
	10.1	LXV404.99.01552			sc200 CONTROLLER, AC-DC,2DIG, MOD, HACH; 1709C0151313	
	10.2	LXV404.99.01552			sc200 CONTROLLER, AC-DC,2DIG, MOD, HACH; 1709C0160604	
	10.3	LXV404.99.01552			sc200 CONTROLLER, AC-DC,2DIG, MOD, HACH; 1709C0160629	
	10.4	LXV404.99.01552			sc200 CONTROLLER, AC-DC,2DIG, MOD, HACH ; 1709C0160634	
	10.5	LXV404.99.01552			sc200 CONTROLLER, AC-DC,2DIG, MOD, HACH ; 1709C0175941	
	10.6	LXV404.99.01552			sc200 CONTROLLER, AC-DC,2DIG, MOD, HACH ; 1709C0175944	
	10.7	LXV404.99.01552			sc200 CONTROLLER, AC-DC,2DIG, MOD, HACH; 1710C0152762	
	10.8	LXV404.99.01552			sc200 CONTROLLER, AC-DC,2DIG, MOD, HACH; 1710C0152764	
	10.9	LXV404.99.01552			sc200 CONTROLLER, AC-DC,2DIG, MOD, HACH; 1710C0152772	
	10.10	LXV404.99.01552			sc200 CONTROLLER, AC-DC,2DIG, MOD, HACH; 1710C0152773	
	10.11	LXV404.99.01552			sc200 CONTROLLER, AC-DC,2DIG, MOD, HACH ; 1710C0152780	

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	LVV/404 00 04550			access CONTROLLER	
10.12	LXV404.99.01552			sc200 CONTROLLER, AC-DC,2DIG, MOD, HACH; 1710C0152787	
10.13	LXV404.99.01552			sc200 CONTROLLER, AC-DC,2DIG, MOD, HACH; 1710C0162187	
10.14	LXV404.99.01552			sc200 CONTROLLER, AC-DC,2DIG, MOD, HACH; 1710C0162197	
10.15	LXV404.99.01552			sc200 CONTROLLER, AC-DC,2DIG, MOD, HACH; 1710C0177392	
10.16	LXV404.99.01552			sc200 CONTROLLER, AC-DC,2DIG, MOD, HACH; 1710C0177398	
10.17	LXV404.99.01552			sc200 CONTROLLER, AC-DC,2DIG, MOD, HACH; 1710C0177409	
10.18	LXV404.99.01552			sc200 CONTROLLER, AC-DC,2DIG, MOD, HACH; 1710C0177414	
10.19	LXV404.99.01552			sc200 CONTROLLER, AC-DC,2DIG, MOD, HACH; 1710C0177419	
10.20	LXV404.99.01552			sc200 CONTROLLER, AC-DC,2DIG, MOD, HACH; 1711C0153583	
10.21	LXV404.99.01552			sc200 CONTROLLER, AC-DC,2DIG, MOD, HACH; 1711C0162983	
10.22	LXV404.99.01552			sc200 CONTROLLER, AC-DC,2DIG, MOD, HACH; 1711C0177856	
FSPTU52XX		01-APR-22	31-MAR-25	Fld Svc TU52XX 1 VST:01-APR-2022:31-MAR-2025 Field Service includes: All parts, labor, and travel for on-site repairs, 1 comprehensive PM/calibrations per year, factory recommended maintenance (including required parts), unlimited technical support	1,899.00

	HACH SERVICE PARTNERSHIP	Page :	15 of 21
	QUOTATION	Partnership Number :	HACH266929
CERTIFIED PROGRAMS P P 5 L	Headquarters P.O. Box 389 6600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693  Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

					calls, and free firmware updates. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements.	
	11.1	LPV4425303012			nn KIT, TU5200, Lab Turb with RFID, EPA ; 1784033	
12	PMP-GLPHO	DRP-1V	01-APR-22	31-MAR-25	PMP-GLI pH ORP PROBE-1V (FRV 1):01-APR-2022:31-MAR-2025	20,223.00
	12.1	DRD1P5			Digital ORP Sensor,PEEK, Convertible ; 1805442512	
	12.2	DPD1R1			Digital pH Sensor,Ryton, Convertible ; 1804441697	
	12.3	9181500			PHD, RYTON, pH-WIDE RANGE, 6 FOOT CABLE w/ADAPTER; 1805437134	
	12.4	DPD1R1-WDMP			pH Sensor, Ryton, WDMP Mounting, Dig ; 1908437698	
	12.5	DPD1R1-WDMP			pH Sensor, Ryton, WDMP Mounting, Dig ; 1908443419	
	12.6	DPD1R1-WDMP			pH Sensor, Ryton, WDMP Mounting, Dig ; 1908437739	
	12.7	DPD1R1-WDMP			pH Sensor, Ryton, WDMP Mounting, Dig ; 1908437772	
	12.8	DPD1R1-WDMP			pH Sensor, Ryton, WDMP Mounting, Dig ; 1908437774	
	12.9	DPD1R1-WDMP			pH Sensor, Ryton, WDMP Mounting, Dig ; 1908437775	
	12.10	DPD1R1-WDMP			pH Sensor, Ryton, WDMP Mounting, Dig ; 1908437776	
	12.11	DPD1R1-WDMP			pH Sensor, Ryton, WDMP Mounting, Dig; 1908437777	
	12.12	DPD1R1-WDMP			pH Sensor, Ryton, WDMP Mounting, Dig ; 1908437778	
	12.13	DPD1R1-WDMP			pH Sensor, Ryton, WDMP Mounting, Dig; 1908443417	

	HACH SERVICEPLUS	HACH SERVICE QUOTATION	E PARTNER	SHIP	Page : Partnership Number :	16 of 21 HACH266929
	CERTIFIED PROGRAMS	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-03: Purchase Orders	89		WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693  Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593
						Routing (EBA), 02000753
	12.14	DPD1R1-WDMP			pH Sensor, Ryton, WDMP Mounting, Dig; 190843769	9
	12.15	DPD1R1-WDMP			pH Sensor, Ryton, WDMP Mounting, Dig; 190844342	0
	12.16	DPD1R1-WDMP			pH Sensor, Ryton, WDMP Mounting, Dig; 190844257	0
	12.17	DPD1R1-WDMP			pH Sensor, Ryton, WDMP Mounting, Dig; 190844259	7
	12.18	DPD1R1-WDMP			pH Sensor, Ryton, WDMP Mounting, Dig; 190844265	7
	12.19	DPD1R1-WDMP			pH Sensor, Ryton, WDMP Mounting, Dig; 190844265	8
	12.20	DPD1R1-WDMP			pH Sensor, Ryton, WDMP Mounting, Dig; 190844265	9
	12.21	DPD1R1-WDMP			pH Sensor, Ryton, WDMP Mounting, Dig; 190844274	0
13	FSPSOLITAX		01-APR-22	31-MAR-25	Fld Svc-2V Solitax Sensor:01-APR-2022:31-M 5	15,372.00 AR-202
	13.1	LXV424.99.00100			db INLINE sc/INSERTION WIPER SS ; 1369157	50g/l
	13.2	LXV423.99.10000			db T-LINE sc/IMMERS 400 WIPER PVC ; 1487681	ONTU
	13.3	LXV423.99.10000			db T-LINE sc/IMMERS 400 WIPER PVC ; 1487867	ONTU
	13.4	LXV423.99.10000			db T-LINE sc/IMMERS 400 WIPER PVC ; 1964219	ONTU
14	FSPTUACM		01-APR-22	31-MAR-25	Fld Svc TU Automatic Clea Module:01-APR-2022:31-M 5 MUST BE SOLD WITH A TU53/TU54 INSTRUMENT Service includes: All parts, and travel for on-site repair comprehensive PM/calibrat year, factory recommended maintenance (including req parts), unlimited technical s calls, and free firmware upon Please see service terms a	IAR-202  . Field labor, s, 1 .ions per l uired support dates.

HACH SERVICEPLUS	HACH SERVICE PARTNERSHIP	Page :	17 of 21
	QUOTATION	Partnership Number :	HACH266929
CERTIFIED PROGRAMS	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  Purchase Orders	WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693  Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

		conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements.
14.1	LQV159.97.00002	db ee Automatic Cleaning Module TU5 (ROW); 1775403
14.2	LQV159.97.00002	db ee Automatic Cleaning Module TU5 (ROW); 1781350
14.3	LQV159.97.00002	db ee Automatic Cleaning Module TU5 (ROW); 1781358
14.4	LQV159.97.00002	db ee Automatic Cleaning Module TU5 (ROW); 1781577
14.5	LQV159.97.00002	db ee Automatic Cleaning Module TU5 (ROW); 1781838
14.6	LQV159.97.00002	db ee Automatic Cleaning Module TU5 (ROW); 1782221
14.7	LQV159.97.00002	db ee Automatic Cleaning Module TU5 (ROW); 1782283
14.8	LQV159.97.00002	db ee Automatic Cleaning Module TU5 (ROW); 1782383
14.9	LQV159.97.00002	db ee Automatic Cleaning Module TU5 (ROW); 1782479
14.10	LQV159.97.00002	db ee Automatic Cleaning Module TU5 (ROW); 1782549
14.11	LQV159.97.00002	db ee Automatic Cleaning Module TU5 (ROW); 1782608
14.12	LQV159.97.00002	db ee Automatic Cleaning Module TU5 (ROW); 1782610
14.13	LQV159.97.00002	db ee Automatic Cleaning Module TU5 (ROW); 1782628
14.14	LQV159.97.00002	db ee Automatic Cleaning Module TU5 (ROW); 1782737
14.15	LQV159.97.00002	db ee Automatic Cleaning Module TU5 (ROW); 1782804
14.16	LQV159.97.00002	db ee Automatic Cleaning Module TU5 (ROW); 1782819

HACH SERVICEPLUS®	HACH SERVICE PARTNERSHIP QUOTATION	Page : Partnership Number :	18 of 21 HACH266929
CERTIFIED PROGRAMS	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  Purchase Orders	WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693  Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604

	14.17	LQV159.97.00002			db ee Automatic Cleaning Module TU5 (ROW) ; 1782908	
	14.18	LQV159.97.00002			db ee Automatic Cleaning Module TU5 (ROW) ; 1782932	
	14.19	LQV159.97.00002			db ee Automatic Cleaning Module TU5 (ROW) ; 1783077	
	14.20	LQV159.97.00002			db ee Automatic Cleaning Module TU5 (ROW) ; 1783084	
	14.21	LQV159.97.00002			db ee Automatic Cleaning Module TU5 (ROW) ; 1783118	
	14.22	LQV159.97.00002			db ee Automatic Cleaning Module TU5 (ROW) ; 1783203	
	14.23	LQV159.97.00002			db ee Automatic Cleaning Module TU5 (ROW) ; 178429	
	14.24	LQV159.97.00002			db ee Automatic Cleaning Module TU5 (ROW) ; 1848171	
	14.25	LQV159.97.00002			db ee Automatic Cleaning Module TU5 (ROW) ; 1848828	
	14.26	LQV159.97.00002			db ee Automatic Cleaning Module TU5 (ROW) ; 1987854	
	14.27	LQV159.97.00002			db ee Automatic Cleaning Module TU5 (ROW); 1983613	
	14.28	LQV159.97.00002			db ee Automatic Cleaning Module TU5 (ROW); 1982673	
15	FSPCL17SC		01-APR-22	31-MAR-25	aa Field Service Partnership, CL17sc:01-APR-2022:31-MAR-202 5	6,306.00
					Field Service Partnership provides full coverage, including parts, labor, and travel for two preventative maintenance visits per year and on-site repairs with priority status.	
	15.1	8572400			ee TOP LEVEL ASSY, CL17sc, PRESS.REG INSTALL KIT; 200060010561	
	15.2	8572400			ee TOP LEVEL ASSY, CL17sc, PRESS.REG INSTALL KIT ; 200060010567	
16	FSPBIOTECTC	PR TN/TP (B7000)	01-APR-22	31-MAR-25	aa Fld Svc BioTector B7000	37,764.00

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(HACH)	HACH SERVICE PARTNERSHIP	Partnership Number:	HACH266929
SERVICEPLUS®	QUOTATION		
CERTIFIED PROGRAMS	Headquarters	WebSite: www.hach.com	Remittance
	P.O. Box 389		2207 Collections Center Dr
	5600 Lindbergh Drive		Chicago, IL 60693
	Loveland, CO 80539-0389		_
			Wire Transfers
	Purchase Orders		Bank of America
			231 S. LaSalle St.
			Chicago, IL 60604
			Account: 8765602385
			Routing (ABA): 026009593

					TOC/TN/TP - 2 VST:01-APR-2022:31-MAR-2025 B7000 TOC TN AND TP. Service Agreement includes: All parts, labor, and travel for on-site repairs, 2 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. If using an external Oxygen Concentrator, Hach BioTector Compressor, or Venturi Sampler, those optional accessories must be covered separately.	
	16.1	B4QDDF052AECA E2			dd B7000 TIC/TOC TN & TP 115V ANALYZER 1ST 0-25 mg ; BACNP2-213-2598	
17	FSPBIOTECTO	R B3500C	01-APR-22	31-MAR-25	aa Fld Svc BioTector B3500, All Models, 2 VST:01-APR-2022:31-MAR-2025 B3500 Service Agreement includes: All parts, labor, and travel for on-site repairs, 2 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. If using an external Hach BioTector Compressor, that optional accessory must be covered separately.	22,308.00
	17.1	B5ACAA052AAC2			oo dd B3500 0-25PPM 1 STR+MAN 120 VAC ; B5C-208-165	
18	FSPSC1000		01-APR-22	31-MAR-25	Fld Svc-1V SC1000 Controller:01-APR-2022:31-MAR-2 025	3,588.00
	18.1	LXV402.99.10002			aa db ee sc1000 DISPLAY MODULE, TCP, NO GSM ; 2089407	
	18.2	LXV402.99.10002			aa db ee sc1000 DISPLAY MODULE, TCP, NO GSM ; 2089408	

HACH SERVICEPLUS	HACH SERVICE PARTNERSHIP QUOTATION	Page : Partnership Number :	20 of 21 HACH266929
CERTIFIED PROGRAMS	Headquarters P.O. Box 389 5600 Lindbergh Drive	WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693
	Loveland, CO 80539-0389		Wire Transfers
	Purchase Orders		Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

	18.3	LXV400.99.10082			ee MODULE, SC1000 PROBE 6 SENS 110-230V ; 2083062	
	18.4	LXV400.99.10082			ee MODULE, SC1000 PROBE 6 SENS 110-230V ; 2082504	
19	BSPPLUSDR90	00	01-APR-22	31-MAR-25	BenchPlus-DR900:01-APR-2022:3 1-MAR-2025 The Bench Service Plus includes: Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable.	1,956.00
	19.1	9385100			DR 900 COLORIMETER, HACH ; 212506601005DUP0	
	19.2	9385100			DR 900 COLORIMETER, HACH; 212476601033DUP0	
20	BSPPLUS2100	Q	01-APR-22	31-MAR-25	BenchPlus-2100Q:01-APR-2022:3 1-MAR-2025 The Bench Service Plus includes: Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable.	2,766.00
	20.1	2100Q01			2100Q PORTABLE TURBIDIMETER ; 14050C033017	
	20.2	2100Q01			2100Q PORTABLE TURBIDIMETER; 21080D000168	
21	FSPSC4500		01-APR-22	31-MAR-25	Field Service Partnership, SC4500, 1 Visit:01-APR-2022:31-MAR-2025 Field Service Partnership provides full coverage, including parts, labor, and travel for one preventative maintenance visit per year and on-site repairs with priority status.	927.00
22	21.1 ADMIN_HANDI	_ING_MYA	01-APR-23	31-MAR-24	CONTRACT SPECIAL ITEM YEAR 2 INCREASE	6,200.40
	22.1				CONTRACT SPECIAL ITEM	
23	ADMIN_HANDI	_ING_MYA	01-APR-24	31-MAR-25	YEAR 3 INCREASE	12,648.82



23.1 CONTRACT SPECIAL ITEM

**Sub Total**: 483,879.22 **Tax:** 0.00

**Total:** 483,879.22

## **Partnership Notes:**

ANNUAL COST BREAKDOWN NOTED BELOW:

YEAR 1 SERVICE @ \$155,010.00 \*

YEAR 2 SERVICE @ \$161,210.40 \*

YEAR 3 SERVICE @ \$167,658.82 \*

YEAR 4 SERVICE @ \$174,365.17 \* RENEWAL OPTION 1

YEAR 5 SERVICE @ \$181,339.78 \* RENEWAL OPTION 2

NEW EQUIPMENT ALLOWANCE 2-3 \$80,000

Customer Name : CITY OF CORPUS CHRISTI

Customer P.O. Number : \_\_\_\_\_

Customer Reference Number :

<sup>\*</sup> THIS IS PRE-TAX PRICING AND SUBJECT TO CHANGE

## **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
Commercial General Liability Including:	\$1,000,000 Per Occurrence
<ol> <li>Commercial Broad Form</li> <li>Premises – Operations</li> <li>Products/ Completed Operations</li> <li>Contractual Liability</li> <li>Independent Contractors</li> <li>Personal Injury- Advertising Injury</li> </ol>	
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$500,000 Combined Single Limit
WORKERS' COMPENSATION  EMPLOYER'S LIABILITY	\$500,000 /\$500,000 /\$500,000
LIVII LOTEK 3 LIABILIT	\$300,000

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. <u>ADDITIONAL REQUIREMENTS</u>

- 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 bond requirements therefore, Agreement Section 5 Insurance; Bond subsection 5(B), is hereby void.

2021 Insurance Requirements
Ins. Req. Exhibit **4-B**Contracts for General Services – Services Performed Onsite
05/10/2021 Risk Management – Legal Dept.

## Attachment D - Warranty Requirements

"No manufacturer's warranty required for this Agreement."