

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU"), entered into this the ____ day of November, 2025, by and between the City of Corpus Christi ("City"), a Texas home-rule municipal corporation, acting through its duly authorized City Manager, or the City Manager's designee ("City Manager"), and Corpus Christi Desal Partners, a joint venture of Acciona Agua Corporation (USA) and MasTec Industrial Corporation (CCDP), is intended to create a framework for discussion between the parties. This MOU does not create a partnership, joint venture, or other legally binding agreement between the parties.

WHEREAS, CCDP submitted a Statement of Qualifications and Proposal in response to the City's procurement of a Design-Bid firm for the Inner Harbor Seawater Desalination Treatment Plant Project (Project No. E15117) ("Project"); and,

WHEREAS, CCDP was ranked as the second highest proposer for the Project; and,

WHEREAS, City was unable to negotiate a satisfactory contract for design of the Project with the highest-ranked firm ("Kiewit") and has, formally and in writing, ended all negotiations with Kiewit.

1. The City will provide CCDP with existing Kiewit data developed for the Project no later than 21 November 2025.
2. At no cost to the City, CCDP will perform a Phase 0 scope to assess work completed to date by Kiewit and develop a proposal establishing a Preliminary Guaranteed Maximum Price (P-GMP) for the design and construction of the Project. This P-GMP will be consistent with the cost expectations of the City. CCDP will present the proposal to the City for review with a target date of February 28, 2026 (Preliminary Proposal Stage). The development of the P-GMP will be based on a set of adjustment considerations including but not limited to project description, scope, design criteria, technical specifications, schedule and risk allocation. The proposal will include an estimated price to perform the Phase 1A scope as defined in the original RFP. Following approval of the P-GMP and proposal by the City, CCDP will proceed with Phase 1A work, which will include further review and mutual agreement between the parties to appropriately refine and adapt the Project as necessary to achieve an agreed-upon GMP. It is understood that achieving the target date will be dependent on when the existing data is made available and the quality of such data.
3. During the Preliminary Proposal Stage, the City will deal exclusively with CCDP in relation to the Project.
4. The Preliminary Proposal Stage may be extended by mutual agreement between the City and CCDP.
5. City staff will present CCDP's proposal(s) and provide appropriate recommendations in relation to the Project to City Council no later than April 3, 2026, unless the Preliminary Proposal Stage has been extended, in which case this date will also be extended accordingly.

6. It is understood that any P-GMP provided by CCDP will be based on a set of assumptions including but not limited to project description, scope, design criteria, technical specifications, schedule and risk allocation. Should the City decide to proceed to the next stage of the Project with CCDP following the Preliminary Proposal Stage, these assumptions will be refined and finalized by mutual agreement between the City and CCDP in order to confirm the final binding GMP.

CITY OF CORPUS CHRISTI

By _____
Peter Zaroni
City Manager

CORPUS CHRISTI DESAL PARTNERS

By _____